

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

February 4, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

- A. Call To Order
- B. Roll Call
- C. Also In Attendance

Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action

ORD-19-005

Finance

An Ordinance To Authorize The Mayor To Enter Into A Contract For Indigent Defense Representation In The Franklin County Municipal Court With The Franklin County Public Defender On Behalf Of The City Of Canal Winchester Mayors Court For The Calendar Year 2019 ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-006

Development

An Ordinance Authorizing The Mayor To Enter Into A Natureworks Local Grant Program State/Local Project Agreement With The Ohio Department Of Natural Resources For The Proposed Westchester Park Improvements And To Declare An Emergency ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-007

Development

An Ordinance To Authorize The Mayor To Accept An Easement For Water Line From Shrimengeshi, LLC ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-008

Development

An Ordinance To Authorize The Mayor To Accept An Easement For Water Line From Winchester Ridge III, LLC And To Enter Into A Waterline Easement Agreement ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-009

Development

An Ordinance To Accept Dedication Of Real Property ([Ordinance, Exhibits A B](#))

- Request to move to full Council

ORD-19-010

Development

An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of 110.244 Acres On Bixby Road To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Conveyance To NorthPoint Development, L.L.C., Pursuant To Their Real Estate Sale Contract, And To Declare An Emergency ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-011*Construction Services*

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company For Existing Overhead And Underground Electric Utilities Along Groveport Rd (Parcel Number 184-001310) ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-012*Construction Services*

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company Along Robinett Way For Underground Electric Utilities On Parcel Number 0420376000 ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-013*Public Service*

An Ordinance To Authorize The Mayor To Enter Into The Sewer Oversizing Agreement With Grand Communities, LLC ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-014*Public Service*

An Ordinance To Accept Hill Rd. Right-Of-Way ([Ordinance, Exhibits A B](#))

- Request to move to full Council

E. Reports

Matt Peoples -

Lucas Haire -

Amanda Jackson -

F. Items for Discussion**G. Old/New Business****H. Adjournment**

ORDINANCE NO. 19-005

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR INDIGENT
DEFENSE REPRESENTATION IN THE FRANKLIN COUNTY MUNICIPAL COURT WITH THE
FRANKLIN COUNTY PUBLIC DEFENDER ON BEHALF OF THE CITY OF CANAL WINCHESTER
MAYORS COURT FOR THE CALENDAR YEAR 2019**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Franklin County Public Defender for indigent defense representation in the Franklin County Municipal Court; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the Franklin County Public Defender to provide indigent defense representation in the Franklin County Municipal Court for the period from January 1, 2019 through December 31, 2019 as detailed in the attached Exhibit A and included herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

FRANKLIN COUNTY PUBLIC DEFENDER

373 South High Street
(614) 645-8980

12th Floor
(614) 525-3194

Columbus, Ohio 43215
Fax (614) 461-6470

CONTRACT

This Agreement, beginning on January 1, 2019, by and between the Franklin County Public Defender Commission, pursuant to Ohio Rev. Code, section 120.14(E), and the City of Canal Winchester, for the defense of indigent defendants before the Franklin County Municipal Court; the parties agree as follows:

The Franklin County Public Defender Commission hereby agrees to represent, through the personnel employed by the Franklin County Public Defender Commission, all indigent persons, coming before the Franklin County Municipal Court, Criminal Division, charged with a violation of an ordinance of the City of Canal Winchester, which occur within the limits of Canal Winchester, Ohio; provided that the Franklin County Public Defender Commission, reserves the right to decline representation if a conflict of interest exists in any specific case filed in or coming before the Franklin County Municipal Court; and, provided further, that the Mayor of Canal Winchester, Ohio, reserves the right to appoint other counsel to represent defendants charged with a violation of an ordinance of Canal Winchester, Ohio, or traffic and/or criminal statutes of the State of Ohio, which occur within the jurisdictional limits of Canal Winchester, Ohio in any specific case filed in or coming before the Franklin County Municipal Court.

The City of Canal Winchester agrees to pay the sum of \$81.90 per case. Said sum due to be stated by invoice from the Franklin County Public Defender at quarterly intervals. Checks or warrants should be made payable to the Columbus City Treasurer - Public Defender Service.

This contract may be terminated by either party at any time before the expiration of the contract, by giving thirty (30) days written notice to the other party, of its intention to terminate.

The parties further agree that this Contract shall be in full force and effect from the date first written above through December 31, 2019, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this ____ day of _____, 20__.

City of Canal Winchester

BY: _____
Mayor

Franklin County Public Defender Commission

BY: _____
Richard F. Swope
Chairman

Approved: _____

Timothy Young, Ohio Public Defender

ORDINANCE NO. 19-006

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NATUREWORKS LOCAL GRANT PROGRAM STATE/LOCAL PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE PROPOSED WESTCHESTER PARK IMPROVEMENTS AND TO DECLARE AN EMERGENCY

WHEREAS, the City of Canal Winchester desires to improve public parks and complete improvements contemplated in the approved Canal Winchester Parks Master Plan; and

WHEREAS, the City of Canal Winchester was authorized to apply for a Natureworks Grant by Resolution 18-007 administered by the Ohio Department of Natural Resources;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That the Mayor is hereby authorized to accept grant funds in the amount of \$100,000 from the Ohio Department of Natural Resources through the Natureworks Grant and to enter into a Naturworks Local Grant Program State/Local Project Agreement to complete improvements to Westchester Park.

Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare, such emergency arising from the need to expedite the grant procedure process; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

**NATUREWORKS LOCAL GRANT PROGRAM
STATE/LOCAL PROJECT AGREEMENT
FRAN-065**

The State of Ohio, represented by the Ohio Department of Natural Resources (hereinafter "State of Ohio" or "ODNR"), and the **City of Canal Winchester** (hereinafter referred to as "Grantee"), having entered into this NatureWorks Local Grant Program State/Local Project Agreement (hereinafter "Project Agreement") hereby agree to the following terms:

- 1. Notices.** Except to the extent expressly provided otherwise herein, all notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the following addresses:

Grantee:

City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110

ODNR:

Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, Bldg. E2
Columbus, OH 43229-6693

Notwithstanding the foregoing, notices sent by fax or email shall be effective unless the party sending the notice, consent or communication receives an undelivered mail notification. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

- 2. Project Description.** Grantee shall: **Improve accessibility with new playground equipment and new shelter at Westchester Park** (the "Project").
- 3. Time for Completion.** Grantee shall complete all work on the Project on or before **December 31, 2020**.
- 4. ODNR's Right to Terminate.** ODNR, at any time after execution of this Project Agreement, upon 30 days written notification, may terminate any portion, or all, of the work or services. In the event of such termination, Grantee shall be paid a pro rata amount for services rendered up to the time of termination.
- 5. Commencement and Termination.** The Project shall commence on the earlier of the date that this Project Agreement is signed by the Director of ODNR or the date that a waiver of retroactivity is granted by ODNR (the earlier of the two dates shall be referred to as the "Effective Date"), and shall terminate on the date that the final reimbursement is issued or the Project is otherwise terminated by action of ODNR (the "Termination Date"). If Grantee fails to pursue performance of the Project within a reasonable period of time, ODNR, in the exercise of its sole discretion may terminate the Project. The period of time between the Effective Date and the Termination Date shall be referred to herein as the "Project Period."
- 6. Non-Appropriation and OBM Certification.** In the event this Project Agreement extends in time beyond the current biennium, ODNR's obligation to provide funds hereunder shall continue only if such funds are appropriated and the Director of the Office of Budget and Management certifies, pursuant to Ohio Revised Code Section 126.07, that there is a balance in the appropriation not previously obligated to pay existing obligations.
- 7. Performance of Project.** Grantee agrees to (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal; and shall secure compliance with all applicable federal, state and local laws and regulations; (2) promptly submit

to the State of Ohio, such reports and documents as the State of Ohio may request; (3) report any and all income gained on the property or facilities during the Project Period; 4) establish a separate account for the funds for the acquisition and/or development of the property. The State of Ohio reserves the right to audit this separate account, either during or after completion of the Project; and 5) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund Program assistance.

- 8. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as described on Exhibit A (the Boundary Map) attached hereto, on which the Project will be located and developed as a public parks or recreation facility (the "Property"). The Grantee represents that it is the fee simple owner, or has a lease with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A,
- 9. Funding by ODNR.** ODNR hereby agrees to: (1) provide Grantee funding assistance not to exceed **\$100,000** from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill 790, Ohio Revised Code, Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Grantee in performing this Project Agreement, reimburse the Grantee funds equal to no more than seventy-five percent of such eligible costs.
- 10. Compliance with ODNR Procedures.** ODNR and the Grantee mutually agree to perform this Project Agreement in accordance with the policies and procedures set forth by ODNR, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application (hereinafter "Procedural Guide" and "Application"). Failure to comply with or show sufficient progress in complying with the Procedural Guide and Application may result in the termination of this Project Agreement. In the event of termination, all unused funds shall be retained by ODNR.
- 11. Findings for Recovery.** Grantee affirmatively represents and warrants to ODNR that neither it nor any of its contractors are subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation and warranty is deemed to be false, this Project Agreement shall be void *ab initio* as between the parties to the Project Agreement, and any funds paid by ODNR hereunder shall be immediately repaid to ODNR, or an action for recovery may be immediately commenced by ODNR for recovery of said funds.
- 12. Ethics.** Grantee by signature on this document certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Project Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 13. Self-Insurance by the State.** The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollar per occurrence in accordance with section 9.87 of the Ohio Revised Code.
- 14. No Liability for Obligations.** The parties agree that Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Project Agreement, including any costs, attorney fees or expenses, in any litigation that may arise from the performance of this Project Agreement. It is specifically understood and agreed that the State of Ohio will not indemnify Grantee. Nothing in this Project Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall the State of Ohio be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

- 15. Use of Property.** Grantee agrees to operate, maintain and keep for public outdoor recreation purposes the property or facilities acquired or developed pursuant to this Project Agreement, as identified in Exhibit A, the "Boundary Map," attached hereto and a part hereof. The Property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the term of the bonds issued to provide funds for the NatureWorks Local Assistance Grant Program, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR.
- 16. Maintenance of the Property.** The Property shall be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
- 17. Accommodation of Disabilities; Nondiscrimination.** Any new facility constructed on the Property shall, whenever possible, be designed to accommodate people with disabilities. Grantee shall require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Park 17). Grantee will be responsible to ensure compliance with these specifications by the contractor. The facility shall be made available to all persons regardless of race, color, religion, sex, national origin, military status, disability, age or familial status. Any modifications to existing structures will also include handicap accessible design considerations. It is understood that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement.
- 18. Drug-Free Workplace.** Grantee agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Grantee shall make a good faith effort to ensure that all Grantee's employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 19. Ohio Election Law.** Contractor affirms that it is compliant with R.C. § 3517.
- 20. User Fees.** User fees charged for facilities acquired or developed with NatureWorks funds shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. Excess revenues from user fees at the Project site shall be returned to the public in the form of expanded facilities or services at the funded site.
- 21. Placement of Utilities.** Unless situated within an easement or right of way owned by others, all new or replacement utility lines on the Property shall be placed underground.
- 22. Nondiscrimination.** Discrimination on the basis of residence, including preferential fees, reservations, membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence. Compliance with federal, state, and local laws pertaining to non-discrimination in employment practices, facility and area use, minimum wages, conflict of interest, solicitations for contract bids, bid awards, etc., shall be met at all times. No person shall be discriminated against or be excluded from participating in any program or activity on the grounds of race, color, religion, sex, national origin, military status, disability, age or familial status.
- 23. Commencement of Work.** Grantee shall cause work on the Project to be commenced within a reasonable time after the execution of this Project Agreement and assure that the Project will be prosecuted to completion with reasonable diligence.
- 24. Relocation Assistance.** Grantee shall comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and O.R.C. Section 163 for all real property acquisitions, and where applicable shall assure that these requirements have been complied with for property to be developed with assistance under the Project Agreement.

- 25. No PERS Contribution.** Grantee certifies that it is an Ohio county, municipality or other political subdivision for the purposes of the application of Rev. Code Chapter 145. ODNR will not make contributions to the public employees' retirement system on behalf of any of the individuals employed by Grantee, or its contractors or other agents.
- 26. Qualification to Receive Grant.** Grantee affirms that it duly organized governmental entity, qualified to receive grants under the NatureWorks Local Assistance Grant Program. Grantee further affirms that if at any time during the term of this Project Agreement, Grantee for any reason becomes disqualified from participating in the NatureWorks Local Grant Fund Program, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Project Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.
- 27. Bidding; Plans.** Grantee shall follow all applicable laws in determining whether the Project must be competitively bid, and if competitive bidding for the Project is not required by law, to the extent reasonable possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions, may not be acceptable. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.
- 28. Prevailing Wage Compliance.** Grantee shall be responsible for following, and compliance with, all applicable laws in determining if the Project is a public project on which prevailing wages must be paid, and, if prevailing wages must be paid, Grantee shall be responsible for contractor/subcontractor compliance.
- 29. Compliance with Law and Procedures.** Grantee shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, and insurance. Grantee is legally responsible to complete the Project, follow guidelines and rules as established by ODNR, comply with the terms of this Project Agreement, the provisions of the Procedural Guide and all relevant laws, rules and regulations. ODNR may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Project Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action.

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed by their duly authorized representatives.

**STATE OF OHIO,
DEPARTMENT OF NATURAL RESOURCES:**

City of Canal Winchester

Paul R. Baldridge, Chief
Office of Real Estate
As Designee For:
James Zehringer, Director

By _____

Title

Date

ATTORNEY CERTIFICATION

I, _____ [name and title], acting as attorney for the _____ ("Grantee"), and for the reliance of the Ohio Department of Natural Resources, do certify that from my examination of the Agreement and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ____ has ____ has not* been authorized by the governing body of Grantee, or has otherwise been authorized by grantee's charter. (Resolution or Ordinance No. _____, dated _____, 201__).

*If "has not" is checked, please indicate the reason. _____

Legal Counsel for Grantee _____
(Signature)

Printed Name of Legal Counsel _____

Address _____

Registration Number _____

ORDINANCE NO. 19-007

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR WATER LINE
FROM SHRIMENGESHI, LLC**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept an easement for the purposes of future water and sanitary sewer services to properties located along Diley Road;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to accept on behalf of the City of Canal Winchester an easement for water line, as more fully described in the Easement for Water Line attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

EASEMENT FOR WATER LINE

SHRIMANGESHI LLC, an Ohio limited liability company (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter "Grantee"), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to the CITY OF CANAL WINCHESTER, its successors and assigns forever, the right and easement to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, together with all appurtenances incidental thereto and the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the property of the Grantor, as described with more particularity in the legal description and accompanying survey plat attached hereto as Exhibits A and A-1 and incorporated herein by reference.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the easement.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have the right to use the easement for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation,

operation, repair, replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the permanent easement, to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such easement and rights-of-way.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

The term "Grantor" shall include singular and plural, masculine and feminine, individuals, corporations, partnerships and associations, and the heirs, assigns, administrators, executors and successors of all of them.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this 7th day of December, 2017.

SHRIMANGESHI LLC

By: 
SHREE KULKARNI

Its: M G K

STATE OF OHIO

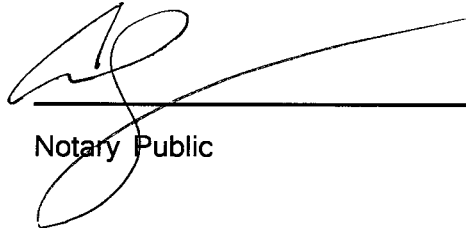
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public, personally appeared Shree Kulkarni, an authorized representative of SHRIMANGESHI LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7th day of December, 2017.



Patrick Andrew Spoor, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.



Notary Public

This instrument prepared by:

Eugene L. Hollins, Esq.

Frost Brown Todd LLC

10 W. Broad Street, Ste. 2300

Columbus, Ohio 43215

Exhibit A

EASEMENT 0.431 ACRE

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester. Section 21, Township 5, Range 20, Congress Lands East of Scioto River and being on, over and across that 39.028 acre tract conveyed to Shrimangeshi, LLC by deed of record in Official Record 1447, Page 1914 (all references are to the records of the Recorder's Office, Fairfield County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Howe Industrial Parkway and the centerline of Diley Road;

thence North $04^{\circ} 28' 03''$ East, with said centerline of Diley Road, a distance of 61.65 feet;

thence South $85^{\circ} 31' 57''$ East, crossing said Diley Road, a distance of 60.00 feet to a point in the easterly right-of-way line of Diley Road as recorded in Official Record 1490, Page 1410, the *True Point of Beginning*;

thence across said 39.028 acre tract, the following courses and distances:

South $09^{\circ} 42' 35''$ East, a distance of 94.11 feet;

North $49^{\circ} 28' 03''$ East, a distance of 20.65 feet;

South $85^{\circ} 31' 57''$ East, a distance of 334.92 feet;

North $04^{\circ} 28' 03''$ East, a distance of 50.00 feet;

South $85^{\circ} 31' 57''$ East, a distance of 20.00 feet;

South $04^{\circ} 28' 03''$ West, a distance of 50.00 feet;

South $85^{\circ} 31' 57''$ East, a distance of 13.89 feet;

with the arc of a curve to the left, having a central angle of $06^{\circ} 40' 41''$, a radius of 590.00 feet, an arc length of 68.77, a chord bearing of South $88^{\circ} 52' 18''$ East and chord distance of 68.73 feet;

North $87^{\circ} 47' 21''$ East, a distance of 160.80 feet;

with the arc of a curve to the right; having a central angle of $06^{\circ} 58' 56''$, a radius of 560.00 feet, an arc length of 68.24 feet, a chord bearing of South $88^{\circ} 43' 11''$ East and chord distance of 68.20 feet; and

South $85^{\circ} 13' 43''$ East, a distance of 64.82 feet to a westerly line of that 21.270 acre tract conveyed to C3 Church Assembly of God by deed of record in Official Record 1660, Page 3836;

thence South $04^{\circ} 30' 20''$ West, with said westerly line, a distance of 20.00 feet to a northwesterly corner of that 15.532 acre tract conveyed to Winchester Ridge Two LLC by deed of record in Official Record 1697, Page 1581, a southwesterly corner of said 21.270 acre tract;

thence across said 39.028 acre tract, the following courses and distances:

North $85^{\circ} 13' 43''$ West, a distance of 64.92 feet;

with the arc of a curve to the left, having a central angle of $06^{\circ} 58' 56''$, a radius of 540.00 feet, an arc length of 65.80 feet, a chord bearing of North $88^{\circ} 43' 11''$ West and chord distance of 65.76 feet;

**EASEMENT
0.431 ACRE**

-2-

South $87^{\circ} 47' 21''$ West, a distance of 160.80 feet;

with the arc of a curve to the right, having a central angle of $06^{\circ} 40' 41''$, a radius of 610.00 feet, an arc length of 71.10 feet, a chord bearing of North $88^{\circ} 52' 18''$ West and chord distance of 71.06 feet;

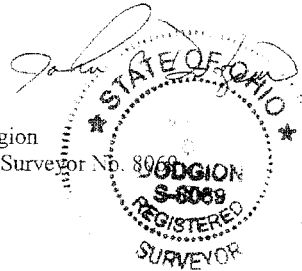
North $85^{\circ} 31' 57''$ West, a distance of 346.38 feet; and

South $49^{\circ} 28' 03''$ West, a distance of 84.96 feet to a point in said easterly right-of-way line;

thence North $04^{\circ} 28' 03''$ East, with said easterly right-of-way line, a distance of 156.72 feet to the *True Point of Beginning*, containing 0.431 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8960



10/10/2017

Date



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

EASEMENT

SECTION 21, TOWNSHIP 15, RANGE 20
CONGRESS LANDS EAST OF THE SCIOTO RIVER
CITY OF CANAL WINCHESTER, COUNTY OF FAIRFIELD, STATE OF OHIO

Date: October 6, 2017

Scale: 1" = 80'

Job No: 2017-1008

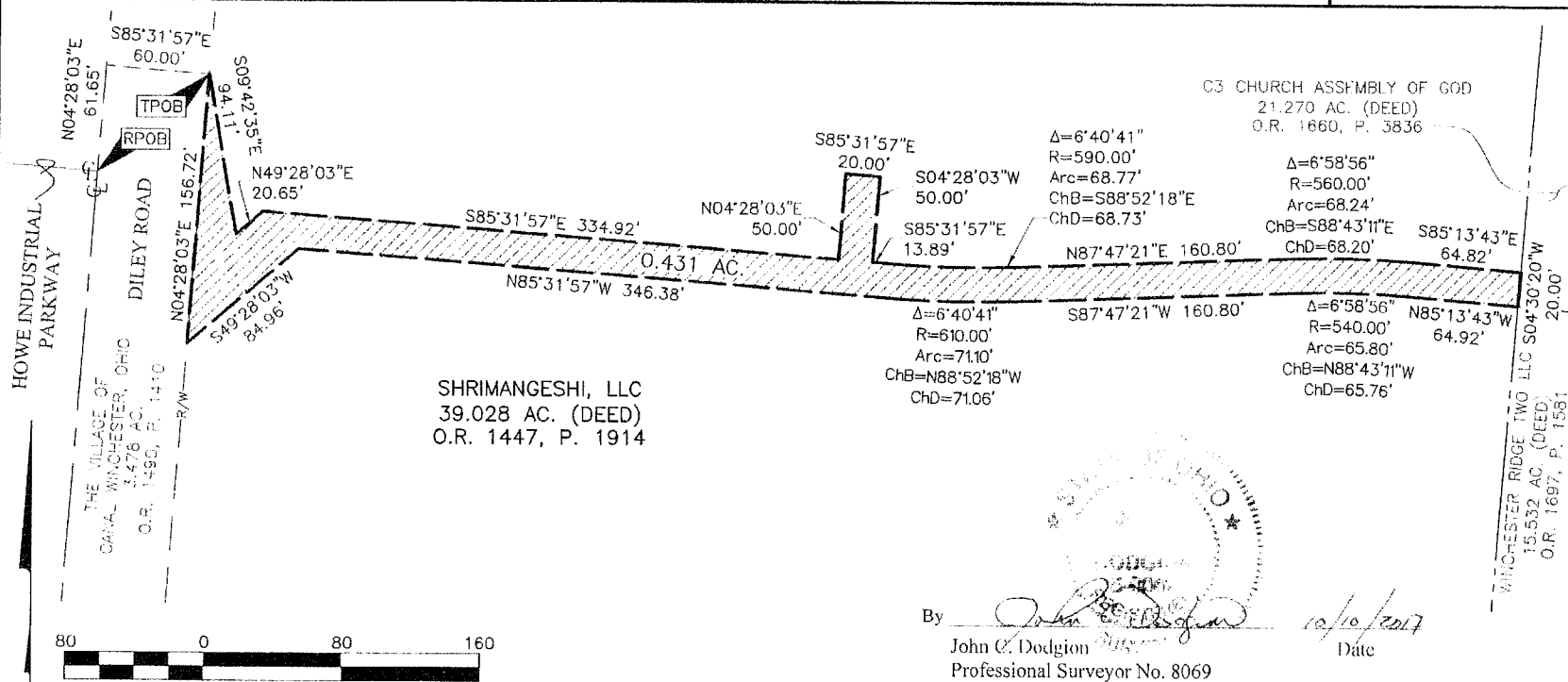


Exhibit A-1

ORDINANCE NO. 19-008

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR WATER LINE FROM WINCHESTER RIDGE III, LLC AND TO ENTER INTO A WATERLINE EASEMENT AGREEMENT

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept an easement for the purposes of future water services to properties located along Busey Road; and

WHEREAS, it is necessary to enter into a waterline easement agreement setting forth the terms and conditions for granting the water line easement; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to accept on behalf of the City of Canal Winchester an easement for water line, as more fully described in the Easement for Water Line attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That the Mayor be and hereby is, authorized to enter into a waterline easement agreement, as presented in the attached Exhibit B and incorporated herein by reference.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

WATER LINE EASEMENT AGREEMENT

THIS WATER LINE EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2019 (the “Effective Date”) by and between WINCHESTER RIDGE THREE LLC, an Ohio limited liability company, having an address at 7510 East Pleasant Valley Road, Independence, Ohio 44131 (“Grantor”), and THE CITY OF CANAL WINCHESTER, an Ohio political subdivision, having an address of 36 S. High Street, Canal Winchester, Ohio 43110 (“City”).

W I T N E S S E T H :

WHEREAS, Grantor is the owner of that certain parcel of land located in the City of Canal Winchester, County of Fairfield and State of Ohio, known as Parcel No. 0420388700 (the “Grantor’s Premises”) and more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, in connection with Grantor’s development of Grantor’s Premises (and adjacent parcels associated with Grantor’s overall multi-phase project known as Winchester Ridge and referred to herein as the “Development”), Grantor installed within Grantor’s Premises a Water Line (defined herein);

WHEREAS, to enable the City to access Grantor’s Premises for purposes of inspecting, maintaining and repairing the Water Line, Grantor desires to grant to the City, subject to the terms and conditions contained herein, a Water Line easement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, Grantor and the City hereby agree as follows:

Section 1. Water Line Easement. Grantor hereby grants and conveys unto the City, its agents, contractors and employees, a perpetual easement (the “Water Line Easement”) over, through,

under and upon a portion of the Grantor's Premises substantially in the location legally described and depicted in Exhibit B (the "Easement Area") for the purposes of maintaining, repairing, using, operating, replacing and/or removing a water line installed by Grantor and the associated appurtenances (collectively, the "Water Line").

Section 2. Ingress, Egress and Access. The Water Line Easement granted hereunder from Grantor to the City shall include the right of access, ingress and egress by the City over the Grantor's Premises, but only to the extent reasonably necessary for the City to exercise its rights under this Agreement and only during such times as the City is exercising such rights.

Section 3. Use of Water Line Easement. The City's exercise of any of the rights herein granted shall signify the City's agreement to and acceptance of all the terms and conditions herein contained, including, without limitation, the following:

- A. The City shall, at all times, maintain, repair, use and operate the Water Line in accordance with all applicable laws, ordinances and governmental rules and regulations and in such a manner that will not adversely materially interfere with the full use and enjoyment of the Grantor's Premises by Grantor.
- B. The City's use of the Easement Area shall be in accordance with all applicable laws, ordinances and governmental rules and regulations.
- C. All work with respect to the Easement Area shall be commenced only upon notice first given to Grantor (except for emergency), and such work shall be diligently pursued to completion and all materials, tools, vehicles and debris shall be removed from the Grantor's Premises and Easement Area upon completion of all work.
- D. No materials, tools, vehicles, or debris shall at any time be placed or stored on the Easement Area so as to unreasonably impede, restrict or interfere with Grantor's or any occupant's use of the Grantor's Premises.
- E. No trash, waste, garbage, litter, junk or debris shall be thrown, dumped or left on any portion of the Grantor's Premises or the Easement Area.
- F. Upon completion of any work performed hereunder by the City, the Grantor's Premises and the Easement Area shall be immediately returned, as nearly as possible, to substantially the same condition as existed immediately prior to the performance of any work permitted hereunder.

Section 4. Dedication.

Nothing in this Agreement is intended nor shall it be construed as creating any rights in or for the benefit of the general public. This Agreement does not constitute a dedication for public use, and the Water Line Easement granted herein is solely for the benefit of the City and does not constitute a grant for public use.

Section 5. Miscellaneous Provisions.

- A. Grantor reserves unto itself the right to use the surface of the Easement Area for all lawful purposes that do not materially interfere with the rights of the City herein granted, except that no sheds, buildings, or other permanent structures shall be placed or erected within the Easement Area. The City agrees that Grantor may tie-into or otherwise connect its Development to the Water Line for purposes of obtaining service to the Development, provided, however, that the usual terms and conditions of such tie-in or connection shall nonetheless apply to Grantor.
- B. This Agreement shall be governed by and interpreted under the laws of the State of Ohio, shall run with the land and shall be binding upon and inure to the benefit of Grantor and the City and their respective successors and assigns.
- C. If any provision, or portion thereof, of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- D. Any notice required or permitted to be given hereunder shall be given in writing and delivered by hand delivery or registered or certified mail, return receipt requested to the addresses set forth on the first page of this Agreement, or to such other address of which any party may notify the other parties in accordance herewith.
- E. This Agreement contains the entire agreement of the parties as to the matters set forth herein. There are no oral representations, warranties or other statements whatsoever except as expressed herein. This Agreement shall not be modified except in writing signed by all of the parties hereto or their respective successors and assigns.

- F. This Agreement may be signed in several counterparts, each of which will be deemed an original document, and when taken together shall be considered one and the same instrument.

(signatures follow)

E:\Winchester Ridge Three LLC\Property Due Diligence\Water Line Easement\Water Line Easement v1.docx

Grantor has hereunto set its hands as of the date and year first above written.

WINCHESTER RIDGE THREE LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named WINCHESTER RIDGE THREE LLC, an Ohio limited liability company, by _____, its _____, who acknowledged that he/she did sign this instrument on behalf of such entity and that the same is his/her free act and deed and the free act and deed of said entity.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

Notary Public

My commission expires: _____

The City hereby consents to this Agreement as of the date and year first above written.

THE CITY OF CANAL WINCHESTER,
an Ohio political subdivision

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE CITY OF CANAL WINCHESTER, an Ohio political subdivision, by _____, its _____, who acknowledged that he/she did sign this instrument on behalf of such entity and that the same is his/her free act and deed and the free act and deed of said entity.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

Notary Public

My commission expires: _____

CONSENT OF MORTGAGEE

DOLLAR BANK, a federal savings bank, as the current owner and holder of that certain Open-End Mortgage, Security Agreement and Fixture Filing dated December 26, 2017 (“Mortgage”) from Winchester Ridge Three LLC, an Ohio limited liability company, as Book 1756, Page 2232 of the Fairfield County Recorder’s Office, does hereby consent to the preceding Water Line Easement Agreement (“Easement”) and agrees that said Easement shall remain in effect even in the event of foreclosure of its Mortgage.

Signed this _____ day of _____, 2019.

DOLLAR BANK,
a federal savings bank

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named DOLLAR BANK, a federal savings bank, by _____, its _____, who acknowledged that he was duly authorized to execute such instrument on behalf of such entity and that the same is his free and voluntary act and deed and is the free and voluntary act and deed of said entity.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

Notary Public

My commission expires: _____

This Document Prepared By:
Lauren May, Esq.
7510 E. Pleasant Valley Road
Independence, Ohio 44131

Exhibit A

Grantor's Premises

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, Violet Township, located in the Southwest Quarter of Section 21, Township 15, Range 20, Congress Lands East of the Scioto River, and being part of that 21.270 acre tract of land described in a deed to C3 Church Assembly of God, of record in Official Record 1660, Page 3836, all records referenced herein are on file at the Office of the Recorder for Fairfield County, Ohio, and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Southwest Quarter, being at the intersection of the centerline of right-of-way for Busey Road and the centerline of right-of-way for Diley Road, (reference a disc in a monument box found North 22 degrees 26 minutes 42 seconds East at a distance of 0.42 feet);

Thence South 85 degrees 35 minutes 41 seconds East, along the centerline of right-of-way for Busey Road and along the north line of said Southwest Quarter, a distance of 828.36 feet to the northwest corner of said 21.270 acre tract, being the northeast corner of that 3.478 acre right-of-way parcel described in a deed to The Village of Canal Winchester, Ohio, of record in Official Record 1490, Page 1410, and being the northeast corner of that original 39.028 acre tract of land described in a deed to Shrimangeshi, LLC, of record in Official Record 1447, Page 1914;

Thence South 04 degrees 30 minutes 30 seconds West, along the west line of said 21.270 acre tract, along the east line of said 3.478 acre right-of-way parcel and along the east line of said original 39.028 acre tract, a distance of 40.00 feet (passing an $\frac{3}{4}$ inch iron pipe found at a distance of 17.50 feet offline 0.09 feet to the right) to the southeast corner of that 3.478 acre right-of-way parcel, said point being on the proposed south right-of-way line for Busey Road, and said point being the TRUE POINT OF BEGINNING for this description, (reference a 1 inch iron pipe found with EMH&T cap, being North 55 degrees 16 minutes 37 seconds West at a distance of 0.14 feet);

Thence across said 21.270 acre tract along the following seven (7) described courses:

1. South 85 degrees 35 minutes 41 seconds East, along the proposed south right-of-way line for said Busey Road, a distance of 458.07 feet to an iron pin set;
2. South 04 degrees 24 minutes 19 seconds West, along a line perpendicular to the previous course, a distance of 188.32 feet to an iron pin set;

3. North 85 degrees 35 minutes 41 seconds West, along a line perpendicular to the previous course, a distance of 19.44 feet to an iron pin set;
4. South 04 degrees 24 minutes 19 seconds West, along a line perpendicular to the previous course, a distance of 509.82 feet to an iron pin set;
5. South 85 degrees 35 minutes 41 seconds East, along a line perpendicular to the previous course, a distance of 65.40 feet to an iron pin set;
6. South 04 degrees 24 minutes 19 seconds West, along a line perpendicular to the previous course, a distance of 143.71 feet to an iron pin set;
7. South 85 degrees 35 minutes 41 seconds East, along a line perpendicular to the previous course, a distance of 338.46 feet to an iron pin set on an east line of said 21.270 acre tract, being on a west line of that 28.457 acre tract of land described in a deed to Board of Trustees of Violet Township, Ohio, of record in Official Record 1486, Page 2462;

Thence South 04 degrees 31 minutes 32 seconds West, along an east line of said 21.270 acre tract and along a west line of said 28.457 acre tract, a distance of 23.08 feet to a 1 inch iron pipe found with EMH&T cap at a southeast corner of said 21.270 acre tract, being a northwest corner of said 28.457 acre tract;

Thence South 45 degrees 04 minutes 38 seconds West, along a southeast line of said 21.270 acre tract and along a northwest line of said 28.457 acre tract, a distance of 342.25 feet to a southeast corner of said 21.270 acre tract, being a southwest corner of said 28.457 acre tract, (reference a 1" iron pipe found bent with EMH&T cap bearing North 59 degrees 43 minutes 35 seconds East at a distance of 0.40 feet);

Thence South 44 degrees 55 minutes 22 seconds East, along a northeast line of said 21.270 acre tract and along a southwest line of said 28.457 acre tract, a distance of 257.85 feet to a point of curvature, (reference a 5/8 inch iron pin bearing North 17 degrees 21 minutes 07 seconds East at a distance of 0.47 feet);

Thence along the arc of a curve to the left, continuing along a northeast line of said 21.270 acre tract and continuing along a southwest line of said 28.457 acre tract, said curve having a radius of 542.00 feet, a central angle of 12 degrees 34 minutes 55 seconds, and an arc length of 119.02 feet to a northeast corner of said 21.270 acre tract, being a northwest corner of that 29.980 acre tract of

land described in a deed to Tipani Pifer Hickey, of record in Official Record 1664, Page 2427, (reference an 5/8 inch iron pin with a "HOCKADEN" cap bearing North 59 degrees 36 minutes 30 seconds West at a distance of 0.15 feet), said curve being subtended by a long chord having a bearing of South 51 degrees 12 minutes 50 seconds East and a length of 118.78 feet;

Thence South 04 degrees 31 minutes 32 seconds West, along an east line of said 21.270 acre tract and along a west line of said 29.980 acre tract, a distance of 78.02 feet to an iron pin set at the southeast corner of said 21.270 acre tract, being the northeast corner of that 15.532 acre tract of land described in a deed to Winchester Ridge Two LLC, of record in Official Record 1697, Page 1581;

Thence along the southerly lines of said 21.270 acre tract and along the northerly lines of said 15.532 acre tract along the following four (4) described courses:

1. Along the arc of a curve to the right, said curve having a radius of 612.00 feet, a central angle of 16 degrees 00 minutes 35 seconds, and an arc length of 171.01 feet to an iron pin set at a point of tangency, said curve being subtended by a long chord having a bearing of North 52 degrees 55 minutes 39 seconds West and a length of 170.45 feet;
2. North 44 degrees 55 minutes 22 seconds West, a distance of 366.31 feet to an iron pin set at a point;
3. Along the arc of a non-tangent curve to the left, said curve having a radius of 538.00 feet, a central angle of 40 degrees 38 minutes 42 seconds, and an arc length of 381.65 feet to an iron pin set, said curve being subtended by a long chord having a bearing of North 65 degrees 14 minutes 00 seconds West and a length of 373.70 feet;
4. North 85 degrees 13 minutes 34 seconds West, a distance of 142.91 feet to an iron pin set at the southwest corner of said 21.270 acre tract, being the northwest corner of said 15.532 acre tract, said iron pin being on the east line of said original 39.028 acre tract;

Thence North 04 degrees 30 minutes 30 seconds East, along the west line of said 21.270 acre tract and along the east line of said original 39.028 acre tract, a distance of 975.97 feet to the TRUE POINT OF BEGINNING for this description.

The above described parcel contains a total area of 12.971 acres within Fairfield County Auditor's parcel number 0420388700.

The bearings described herein are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Iron pins set are 30" by 5/8" diameter rebar with caps stamped "ASI PS-8438".

The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on September 27, 2017, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

Exhibit B
Easement Area

[see attached]

DESCRIPTION OF A 0.538 ACRE WATERLINE EASEMENT

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, Violet Township, located in Section 21, Township 15, Range 20, Congress Lands East of the Scioto River, being a part of that 12.971 acre tract described in a deed to **Winchester Ridge Three LLC**, of record in Official Record 1756, Page 2207, all records referenced herein are on file at the Office of the Recorder for Fairfield County, Ohio, and being more particularly bounded and described as follows:

BEGINNING at the southwest corner of said 12.971 acre tract, being the northwest corner of that 15.532 acre tract described in a deed to Winchester Ridge Two LLC, of record in Official Record 1697, Page 1581, and being on the east line of that 39.028 acre tract described in a deed to Shrimangeshi, LLC, of record in Official Records 1447, Page 1914;

Thence **North 04 degrees 30 minutes 30 seconds East**, along the west line of said 12.971 acre tract, along the east line of said 39.028 acre tract, a distance of **20.00 feet** to a point;

Thence across said 12.971 acre tract along the following eight (8) described courses:

1. **South 85 degrees 13 minutes 34 seconds East**, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, a distance of **28.00 feet** to a point;
2. **North 04 degrees 30 minutes 30 seconds East**, a distance of **110.26 feet** to a point;
3. **South 85 degrees 29 minutes 30 seconds East**, perpendicular from the previous course, a distance of **20.00 feet** to a point;
4. **South 04 degrees 30 minutes 30 seconds West**, perpendicular from the previous course, a distance of **110.35 feet** to a point;
5. **South 85 degrees 13 minutes 34 seconds East**, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, a distance of **94.95 feet** to a point;
6. Along the arc of a non-tangent curve to the right, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, said curve having a radius of **558.00 feet**, a central angle of **40 degrees 38 minutes 20 seconds**, and a length of **395.78 feet** to a point, said curve being subtended by a long chord bearing **South 65 degrees 13 minutes 50 seconds East** and having a length of **387.54 feet**;
7. **South 44 degrees 55 minutes 22 seconds East**, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, a distance of **366.31 feet** to a point of curvature;
8. Along the arc of a curve to the left, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, said curve having a radius of **592.00 feet**, a central angle of **15 degrees 07 minutes 22 seconds**, and an arc length of **156.25 feet** to a point on the east line of said 12.971 acre tract, being on the west line of that 29.980 acre tract described in a deed to Tipani Pifer Hickey, of record in Official Record 1664, Page 2427, said curve being subtended by a long chord bearing **South 52 degrees 29 minutes 03 seconds East** and having a length of **155.80 feet**;

Thence **South 04 degrees 31 minutes 32 seconds West**, along the east line of said 12.971 acre tract, along the west line of said 29.980 acre tract, a distance of **22.06 feet** to the southeast corner of said 12.971 acre tract, being the northeast corner of said 15.532 acre tract;

Thence along the south line of said 12.971 acre tract and the north line of said 15.532 acre tract along the following four (4) described courses:

1. Along the arc of a non-tangent curve to the right, said curve having a radius of **612.00 feet**, a central angle of **16 degrees 00 minutes 35 seconds**, and an arc length of **171.01 feet** to a point of tangency, said curve being subtended by a long chord bearing **North 52 degrees 55 minutes 39 seconds West** and having a length of **170.45 feet**;

2. **North 44 degrees 55 minutes 22 seconds West**, a distance of **366.31 feet** to a point;
3. Along the arc of a non-tangent curve to the left, said curve having a radius of **538.00 feet**, a central angle of **40 degrees 38 minutes 42 seconds**, and a length of **381.65 feet** to a point, said curve being subtended by a long chord bearing **North 65 degrees 14 minutes 00 seconds West** and having a length of **373.70 feet**;
4. **North 85 degrees 13 minutes 34 seconds West**, a distance of **142.91 feet** to the **POINT OF BEGINNING** for this description.

The above description contains a total area of **0.538 acres** within Fairfield County Auditor's parcel number 0420388700.

The bearings described herein are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on January 18, 2019, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

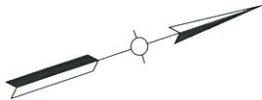
American Structurepoint, Inc.



Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



1/18/2019
Date



0 50' 100'
SCALE: 1"=100'

0.538 ACRE WATER LINE EASEMENT EXHIBIT
STATE OF OHIO, COUNTY OF FAIRFIELD, CITY OF CANAL WINCHESTER
SECTION 21, TOWNSHIP 15, RANGE 20, CONGRESS LANDS

PID: 0420388810
SHRIMANGESHI, LLC
O.R. 1447, PG 1914
39.028 ACRES

WATER LINE EASEMENT
CITY OF CANAL WINCHESTER
O.R. 1754, PG. 4166

N04°30'30"E
20.00'

POINT OF
BEGINNING

SW corner 12.971 Ac tract
NW corner 15.532 Ac tract

N85°13'34"W
142.91'

S85°13'34"E
28.00'

N04°30'30"E
110.26'

S85°29'30"E
20.00'

S04°30'30"W
110.35'

S85°13'34"E
94.95'

Basis of bearing:
Bearings shown hereon are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North as referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and NGS OPUS solution.



Curve Data
 $\Delta = 40^\circ 38' 42''$
R = 538.00'
L = 381.65'
C = 373.70'
CBRG = N65°14'00"W

Curve Data
 $\Delta = 40^\circ 38' 20''$
R = 558.00'
L = 395.78'
C = 387.54'
CBRG = S65°13'50"E

PID: 0420388720
WINCHESTER RIDGE TWO LLC
O.R. 1697, PG 1581
15.532 ACRES

0.538 ACRE
WATER LINE
EASEMENT

PID: 0420388700
WINCHESTER RIDGE
THREE LLC
O.R. 1756, PG. 2207
12.971 ACRES

I hereby certify that:
This drawing represents the results of an actual field survey of the premises performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

Brian P. Bingham, P.S. No. 8438
American Structurepoint, Inc.

Date

1/18/2019

Curve Data
 $\Delta = 16^\circ 00' 35''$
R = 612.00'
L = 171.01'
C = 170.45'
CBRG = N52°55'39"W

PID: 0420837700
BOARD OF TRUSTEES
OF VIOLET TOWNSHIP, OHIO
O.R. 1486, PG 2462
28.457 ACRES

Curve Data
 $\Delta = 15^\circ 07' 22''$
R = 592.00'
L = 156.25'
C = 155.80'
CBRG = S52°29'03"E

S04°31'32"W
22.06'

PID: 0420388600
TIPANI PIFER HICKEY
O.R. 1664, PG 2427
29.980 ACRES

0.538 ACRE WATER LINE EASEMENT EXHIBIT
FOR
WINCHESTER RIDGE PHASE III
CANAL WINCHESTER, FAIRFIELD COUNTY, OHIO

DATE: 01/18/2019
DRAWN BY: BPB
CHECKED BY: BPB
JOB NUMBER: 2016.02769

1 of 1



AMERICAN
STRUCTUREPOINT
INC.

2550 Corporate Exchange Drive | Suite 300
Columbus, Ohio 43231
TEL 614.901.2235 | FAX 614.901.2236
www.structurepoint.com

ORDINANCE NO. 19-009

AN ORDINANCE TO ACCEPT DEDICATION OF REAL PROPERTY

WHEREAS, Henrietta L. Pfeifer, the owner of property located on O Carriage Place identified as Parcel No. 184-001686, upon which will be intended for public use; and,

WHEREAS, Henrietta L. Pfeifer desires to dedicate the 0.181419-acre parcel of land to the City of Canal Winchester for potential right-of-way purposes; and,

WHEREAS, the Director of Public Service recommends acceptance of the dedication.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That Council does hereby accept and dedicate the 0.181419-acre parcel of land described in Exhibit A and depicted in Exhibit B for potential right-of-way purposes.

Section 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed from Henrietta L. Pfeifer, evidencing the acceptance of the right-of-way dedication as authorized herein.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

GENERAL WARRANTY DEED

Henrietta L. Pfeifer, resident of the State of Ohio ("Grantor"), for valuable consideration paid, grants with general warranty to City of Canal Winchester ("Grantee"), whose tax mailing address is 36 S. High Street Canal Winchester, Ohio 43110, the following REAL PROPERTY:

Situated in the county of Franklin and the state of Ohio and in the City of Canal Winchester:

Being "Reserve D" of the Winchester Village, Section 2. As the same as numbered and outlined upon the recorded plat thereof, of record in plat book 77, page 71-75, Records Office, Franklin County, Ohio.

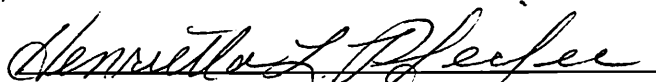
Parcel Number: 184-001686

Known as: 0.181419 Acres on O Carriage Place, Canal Winchester, Ohio

Prior Instrument Number 198908040130784 dated July 10, 1989, recorded in Volume 028643, pages 13820111-13820114 August 04, 1989 in the Franklin County Recorder's Office.

Subject to conditions, restrictions and easements, if any, contained in prior instruments of record.

Signed on this 5 day of November, 2018.


Henrietta L. Pfeifer, Grantor

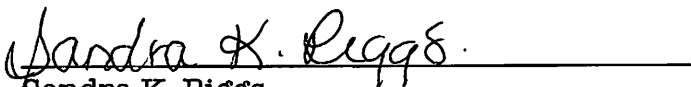
STATE OF OHIO
COUNTY OF FRANKLIN

BE IT REMEMBERED, that on this 5 th of November, 2018, before me the Subscriber, a notary public in and for said County, personally came the Grantor, Henrietta Pfeifer, who acknowledged the signing of this DEED, whose identity was either known to me or proven to me by satisfactory evidence, and that the signing was their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal the day and year aforesaid on this 5 day of November, 2018.



SANDRA K. RIGGS
Notary Public
In and For the State of Ohio
My Commission Expires 2/14/23


Sandra K. Riggs,
Notary Public

This instrument was prepared by:
Henrietta L. Pfeifer
630 Winchester Pike
Canal Winchester, Ohio 43110

Quick Links

1/1

ORDINANCE NO. 19-010

AN ORDINANCE TO AUTHORIZE THE MAYOR CONVEY A TRACT OF LAND CONSISTING OF 110.244 ACRES ON BIXBY ROAD TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO NORTHPOINT DEVELOPMENT, L.L.C., PURSUANT TO THEIR REAL ESTATE SALE CONTRACT, AND TO DECLARE AN EMERGENCY

WHEREAS, NorthPoint Development, L.L.C. desires to acquire 110.244 acres of land which will be owned by the City of Canal Winchester pursuant to a real estate purchase agreement for construction of new facilities; and

WHEREAS, the City hereby finds and determines that the 110.244 acres of land on Bixby Road is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, provide additional opportunities for their gainful employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City; and

WHEREAS, such transfer is authorized and permitted by the Charter and Ordinances of the City of Canal Winchester and pursuant to Chapters 1724 and 1761 of the Ohio Revised Code; and

WHEREAS, this conveyance is hereby authorized without advertisement and receipt of bids;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That the Mayor be and hereby is authorized and directed to by suitable deed of conveyance to convey to the Canal Winchester Industry and Commerce Corporation the 110.244 acres of land, so as to provide for the performance of a Real Estate Sale Contract substantially similar to the attached as Exhibit A, by and among the Canal Winchester Industry and Commerce Corporation and NorthPoint Development, L.L.C.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the real estate purchase agreement and the need to immediately begin preparations for the transfer of the land WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (this “**Contract**”) is made as of the Effective Date (as defined in Section 25 below) by and between NorthPoint Development, LLC, a Missouri limited liability company, or assigns (“**Buyer**”) and Canal Winchester Industry and Commerce Corporation, an Ohio corporation (“**Seller**”).

WITNESSETH:

1. **Property.** Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, that certain real property comprising approximately 110.145 acres generally located at the Northeast corner of Rager Road and U.S. Highway 33, Canal Winchester, Franklin County, Ohio, together with all improvements of any kind located thereon, all surface and subsurface rights, and any appurtenant easements and rights of parking and access (all hereinafter referred to as the “**Property**”). A depiction of the Property is attached hereto as Exhibit A. The parties agree that upon the completion of the Survey (as defined in Section 5 below), the legal description set forth in the Survey shall be utilized for all purposes in connection with the sale of the Property, as contemplated herein.

2. **Purchase Price.** The “**Purchase Price**” for the Property shall be Fifteen Thousand and 00/100 Dollars (\$15,000.00) per acre comprising the Property, as determined by the Survey (as defined below). Buyer agrees to pay the Purchase Price as follows:

(a) One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “**Earnest Deposit**”) to be delivered to Escrow Agent (as hereinafter defined) within three (3) business days following the Effective Date, in the form of a check payable to, and to be deposited in escrow with AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 (the “**Escrow Agent**”), which Earnest Deposit shall be refundable or nonrefundable based upon the further terms of this Contract, and the Earnest Deposit shall be fully applicable to the Purchase Price;

(b) On the Closing Date (as defined in Section 3), Buyer shall deliver the Purchase Price to the Escrow Agent for distribution to Seller, less the Earnest Deposit and the Additional Deposit, by cashier’s or certified check or by wire transfer in immediately-available funds, and subject to any prorations set forth in this Contract.

3. **Closing; Costs at Closing.**

(a) Subject to the terms and conditions hereof, the closing of the transaction contemplated herein (the “**Closing**”) shall occur no later than the date occurring fifteen (15) days following the expiration of the Approvals Period (as defined herein) (the “**Closing Date**”). Buyer and Seller hereby agree to cooperate in good faith to schedule the Closing Date on a date within such fifteen (15) day period that would allow Seller to close contemporaneously on fee simple title to the Property from its current owner. Notwithstanding the foregoing, Seller hereby acknowledges that Buyer shall have the benefit of the entire Due Diligence Period and Approvals Period, and that in no event shall

Closing occur prior to the expiration of either such period or on a date not approved by Buyer, in its reasonable discretion.

(b) On the Closing Date, the parties shall pay any and all closing costs as follows:

(i) The costs of any escrow charges, or similar costs, charged by Escrow Agent, shall be evenly split among Buyer and Seller.

(ii) Any costs related to the recording of the Deed or other conveyance documents (except in connection with the release of any liens or encumbrances agreed to be released by Seller under the terms of this Contract) shall be paid by Buyer.

(iii) The costs of releasing any and all liens, judgments, and other encumbrances objected to by Buyer and agreed to be released by Seller under the terms of this Contract, as well as any recording costs in connection therewith, shall be paid by Seller.

(iv) Any and all transfer taxes, deed taxes, stamp taxes, and other similar fees and taxes shall be paid evenly split among Buyer and Seller.

(v) The costs of the Survey shall be paid by Seller, or, if previously paid by Buyer, shall be reimbursed to Buyer in the form of a credit against the Purchase Price.

(vi) Except as otherwise specifically set forth herein, any costs attributable only to one party, such as each party's attorneys' fees, shall be paid by such party.

(vii) Any and all other costs or expenses not otherwise addressed in this Contract shall be paid by the parties as the same is customary in Canal Winchester, Ohio.

4. Taxes. Seller shall pay all taxes, general and special, against the Property which are due and have accrued before the Closing Date, and Buyer shall assume all of such taxes and assessments becoming due and accruing on the Closing Date and thereafter, except that all general state, county, school and municipal taxes (exclusive of rebates, penalties and interest) becoming due and accruing during the calendar year in which Closing occurs shall be prorated between Seller and Buyer on the basis of said calendar year as of the Closing Date. If the amount of any such tax or assessment to be prorated cannot be then ascertained, proration shall be computed on the basis of the rate(s) for the preceding year applied to the last assessed valuation prior to the Closing Date, without any right to subsequent adjustment once the actual amounts are known. Seller represents that there are no special assessments or other impositions of any nature which are pending with respect to the Property or any portion thereof.

5. Title Insurance and Survey.

(a) As of the Closing Date, Seller shall cause to be issued and delivered to Buyer an ALTA owner's policy of title insurance (the "**Title Policy**") respecting the Property. Costs of a standard coverage Title Policy shall be paid by Seller, and incremental costs (if any) of an extended coverage Title Policy shall be paid by Buyer. Costs of any endorsements to the Title Policy and any lender's title policy issued in connection with the Closing, if applicable, shall be paid by Buyer. The Title Policy shall conform to the following specifications:

(i) The form of the Title Policy will be ALTA Form B or such other form as may be available from the Title Company and reasonably acceptable to Buyer;

(ii) The Title Policy will be issued by Chicago Title Insurance Company (the "**Title Company**");

(iii) The insured will be Buyer (or assigns);

(iv) The Title Policy will be in the amount of the Purchase Price; and

(v) There will be no exceptions to extended coverage other than the Permitted Exceptions (as defined below).

(b) Subject to the foregoing provisions, the Title Policy shall not contain exceptions with respect to any of the following (except to the extent they become Permitted Exceptions), provided that the same can be removed upon Seller's execution and delivery of the Title Company's standard seller's affidavit at Closing (and with respect to (iv) below, Seller's delivery of the Survey to the Title Company) and that the cost to remove same that cannot be so removed shall be Buyer's sole responsibility:

(i) Defects, liens, encumbrances, adverse claim, or other matters first appearing in the public records or attaching subsequent to the Effective Date but prior to the Closing Date;

(ii) Rights or claims of parties in possession;

(iii) Easements, or claims of easements, not shown by the public records;

(iv) Any encroachment, encumbrance, violation, or adverse circumstance that would be disclosed by an accurate and complete survey of the Property;

(v) Any lien, or right to a lien, for services, labor or materials furnished;

(vi) Taxes or installments of assessments due or payable as of the Closing Date; or

(vii) Tenancies, either by month-to-month or by virtue of a written or oral lease, by a party in possession of any part of the Property.

(c) Buyer shall request that the Title Company provide to Buyer, at Seller's cost, within ten (10) days following the Effective Date, a commitment from the Title Company setting forth the basis upon which the Title Company is willing to insure title to the Property, together with legible copies of all documents identified therein as exceptions to title (excluding mortgages, deeds of trust and similar matters which shall be released at Closing) (collectively, the "**Title Commitment**").

(d) Within twenty (20) days after the Effective Date, Seller shall obtain a new or updated ALTA/NSPS survey for the Property (the "**Survey**") and provide a copy of the Survey to Buyer. Such Survey shall be performed by a surveyor licensed in the State of Ohio. Upon the completion of the Survey, the legal description set forth therein shall be the legal description of the Property for all purposes in connection with this Contract, including the Deed and the Title Policy.

(e) If the Title Commitment or the Survey discloses any defects, liens, or encumbrances objectionable to Buyer, in Buyer's sole and absolute discretion, Buyer may object in writing to the same no later than the date occurring thirty (30) days following the Effective Date. Matters listed in the Title Commitment or Survey and not objected to by Buyer within such period and matters later accepted by Buyer shall constitute "**Permitted Exceptions**". Buyer shall not be required to object to any monetary encumbrances recorded against the Property, such as mortgages, deeds of trust, or liens, all of which shall not be deemed Permitted Exceptions and shall be released at Closing. As to any matters to which Buyer so objects in a timely manner, Seller shall notify Buyer in writing, within ten (10) days after receipt by Seller of Buyer's objection letter, as to which specific matters Seller is unable or unwilling to remedy and which specific matters Seller will exercise reasonable efforts to attempt to remedy. As to those matters to be remedied, Seller shall deliver to Buyer a revised Title Commitment reflecting that such remedy has been affected, or Seller shall otherwise assure Buyer, to Buyer's reasonable satisfaction, that such remedy will be made on or before the Closing Date. If Seller is unable or unwilling to remedy all matters objected to by Buyer and to deliver the Title Policy in accordance with the foregoing requirements, Buyer shall have the option of either: (i) consummating the transaction contemplated hereby and accepting such title as Seller is so able or willing to convey, and without any claim against Seller or any adjustment in the Purchase Price with respect thereto, or (ii) terminating this Contract by giving written notice to Seller of the same on or prior to the expiration of the Due Diligence Period, in which event the entire Earnest Deposit shall be returned to Buyer. If Buyer fails to give the termination notice under clause (ii) above within such period, Buyer shall be deemed to have elected clause (i) above as to those specific matters that are set forth in such written notice from Seller. In the event that Seller indicates that Seller will cure any of Buyer's objections on or prior to Closing but fails to so cure such objections, the same shall be deemed a default by Seller pursuant to Section 13(b) hereof, and Buyer shall have all remedies set forth therein against Seller.

6. Right of Entry; Existing Materials.

(a) Seller hereby grants to Buyer, and its contractors and agents, a non-exclusive right and license to enter the Property from time to time prior to the earlier of the

Closing or the termination of this Contract for purposes of conducting review and planning activities, including, without limitation, site reviewing, engineering, surveying, environmental audits, inspections, photographing, client tours, rock borings, soil tests, and utility locating; provided, however, that any invasive testing shall be subject to the prior written approval of Seller. Buyer shall indemnify and hold Seller harmless from and against any and all (i) damage caused to the Property or any other property by Buyer or its agents or contractors, (ii) loss, damage or injury to any person or property to the extent resulting directly or indirectly from any hazard or other condition created by Buyer or its agents or contractors, (iii) any injury to Buyer or any of its agents or contractors, or any person arising out of the exercise of Buyer's rights under this Contract, and (iv) any expenses incurred by or for Buyer, in connection with such planning or other activities. This indemnification provision shall survive Closing or any termination of this Contract. Buyer shall not alter or damage the Property in any manner and shall promptly restore the Property substantially to its original condition if any such damage does occur. Buyer hereby acknowledges that the Property is currently owned by a party other than Seller, and Seller agrees to use commercially reasonable efforts to afford Buyer all access to the Property contemplated in this Section, including by coordinating the same with the current owner of the Property. Prior to entering the Property, Buyer shall provide Seller with an insurance accord evidencing insurance coverage held by Buyer, or each contractor or subcontractor performing inspections on Buyer's behalf providing commercial general liability insurance in an amount not less than \$1 million per occurrence, with the accord naming Seller and the current owners of the Property as additional insureds.

(b) Seller shall, within two (2) days following the Effective Date, provide to Buyer copies of the following, if any, in Seller's possession or control (the "**Due Diligence Materials**"):

(i) Any and all leases, contracts, licenses, permits, and agreements with any other party, person, or entity in connection with the Property, including without limitation, those affecting ownership, operation, maintenance, repair, or development of the Property;

(ii) Any and all information and correspondence regarding any liens, lien claimants, attachments, executions, or assignments for the benefit of creditors, including those still pending and those that have received a priority determination;

(iii) Any and all existing environmental reports, engineering reports, surveys, soil and substrata studies and reports, soil boring logs, development assessments, and any other similar studies, reviews, surveys, assessments, audits, or reports in connection with the Property;

(iv) Any and all governmental approvals obtained by Seller in connection with the Property, such as zoning and entitlements, as well as all notices and correspondence to and from any governmental agencies or insurers of the Property, related to the Property;

- (v) A list of all known defects and/or malfunctions affecting the Property with respect to any parking lots, and drainage and sewer systems;
- (vi) Any title policies or title reports in possession of Seller related to the Property;
- (vii) The most recent appraisal in connection with the Property; and
- (viii) Any operating agreements, covenants, restrictions, or other similar documents affecting the Property.

7. Due Diligence Period; Approvals Period.

(a) Buyer acknowledges and agrees that the sale of the Property to Buyer in accordance with the terms of this Contract is expressly contingent on the approval of such sale by the City of Canal Winchester and the Seller's board of trustees. Upon receipt of such approvals, Seller shall provide written notice thereof to Buyer, which Buyer shall confirm within one (1) day. The date of such confirmation by Buyer is hereinafter referred to as the "**Consent Date.**" Buyer shall have until 11:59 p.m. (Canal Winchester, Ohio local time) on the date occurring forty five (45) days following the Consent Date (the "**Due Diligence Period**") to inspect the legal and physical condition of the Property, conduct such due diligence activities and inspections, pursue such governmental approvals, and conduct such other activities and reviews with respect to the Property and Buyer's intended use thereof as Buyer shall deem appropriate. During the term of this Contract, Seller shall cooperate, and use commercially reasonable efforts to cause the current owner of the Property to cooperate, at no cost to Seller or the current owners of the Property, with Buyer in connection with such due diligence activities, including, without limitation, authorizing the submittal, approval, and execution of zoning, planning, and platting applications, and applications or petitions in connection with any financial incentives sought by Buyer in connection with the Property, in Buyer's sole discretion (collectively, the "**Approvals**"). Seller shall have the right to review and approve, such approval not to be unreasonably withheld, conditioned or delayed, any applications for any Approvals prior to their submittal to the appropriate governmental authorities. Following the Effective Date, Buyer shall provide Seller an anticipated schedule for the Approvals and anticipated date by which Buyer anticipates that the Approvals will be finalized.

(b) If Buyer determines for any or no reason, in its sole and absolute discretion, that it does not desire to purchase the Property, Buyer shall have the right to terminate this Contract by giving written notice to Seller on or before the expiration of the Due Diligence Period, in which event the entire Earnest Deposit shall be returned to Buyer, and the parties shall have no further obligations to one another, except as expressly provided herein. In the event Buyer does not terminate this Contract prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have waived its right to terminate this Contract in accordance with this Section 7(b), and thereafter, Buyer's right to terminate this Contract in accordance with this Section 7 shall be limited to termination in connection with Buyer's failure to obtain Approvals as provided in Section 7(d).

(c) Buyer shall have from the expiration of the Due Diligence Period until 11:59 p.m. (Canal Winchester, Ohio local time) on the date occurring ninety (90) days following the expiration of the Due Diligence Period (the “**Approvals Period**”) to continue pursuing the Approvals. Within three (3) days following the commencement of the Approvals Period, Buyer shall deposit an additional One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “**Additional Deposit**”) with Escrow Agent, which Additional Deposit shall be applicable to the Purchase Price at Closing.

(d) If Buyer is unable to obtain, or reasonably believes that it will be unable to obtain, any and all Approvals on or prior to the expiration of the Approvals Period, Buyer shall have the right to terminate this Contract by giving written notice to Seller on or before the expiration of the Approvals Period. In the event that Buyer terminates this Contract pursuant to this Section 7(d), the entire Earnest Deposit and Additional Deposit shall be returned to Buyer, and the parties shall have no further obligations to one another, except as expressly provided herein. In the event Buyer does not terminate this Contract prior to the expiration of the Approvals Period, Buyer shall be deemed to have waived its right to terminate this Contract in accordance with this Section 7(d), and the Earnest Deposit and Additional Deposit shall be nonrefundable, other than in accordance with Sections 8, 10 and/or 13, but applicable to the Purchase Price at Closing.

8. Closing Conditions. Notwithstanding any provisions of this Contract to the contrary, Buyer’s obligation to close the transactions set forth herein shall be subject to, and conditioned upon, the satisfaction of each of the following “**Closing Conditions**”:

(a) the Title Company is irrevocably committed to issuing the Title Policy in compliance with the provisions set forth in Section 5 above; and

(b) Seller shall have acquired fee simple title to the Property.

In the event that any of the aforementioned Closing Conditions are not satisfied as of the Closing Date, Buyer shall have the right to terminate this Contract on the Closing Date, in its sole and absolute discretion, in which event, notwithstanding any provisions of this Contract to the contrary, the entire Earnest Deposit and the Additional Deposit shall be immediately returned to Buyer, and the parties shall have no further obligations hereunder each to the other, except as expressly provided herein. In the event that Seller has not acquired fee simple title to the Property as of the Closing Date, as stated in Section 8(b), then the Closing Date shall automatically be extended for up to thirty (30) days to allow the same to occur. If Seller has not acquired fee simple title to the Property within such thirty (30) day period, then Buyer may at any time thereafter terminate this Contract, and notwithstanding anything to the contrary stated herein, receive a full refund of the Earnest Deposit and the Additional Deposit, as well as have any other remedies available to Buyer under Section 13(b) hereof.

9. Closing Obligations.

(a) On the Closing Date, Seller shall be obligated, at its sole cost and expense, to deliver, or cause to be delivered, the following:

(i) a Limited Warranty Deed (the “**Deed**”), in a form reasonably acceptable to Buyer and the Title Company, properly executed and conveying marketable fee simple title to the Property, subject only to the Permitted Exceptions;

(ii) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions contemplated by this Contract.

(b) On the Closing Date, Buyer shall be obligated, at its sole cost and expense, to deliver, or cause to be delivered, the following.

(i) The Purchase Price, less the Earnest Deposit and the Additional Deposit, after all adjustments and prorations are made at the Closing;

(ii) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions contemplated by this Contract.

10. Condemnation. Seller represents that it has no actual knowledge of any pending or threatened condemnation, eminent domain or equivalent proceeding or action which would affect the Property. If, after the Effective Date and before the date and time of Closing, any such proceeding or action is commenced or threatened against the Property or the owner(s) thereof, Seller shall provide Buyer with written notice thereof promptly after Seller has knowledge thereof, and Buyer shall have the option of continuing with this Contract and receiving all proceeds of such action or proceedings (or sale in lieu thereof), or terminating this Contract by written notice to Seller within ten (10) days after receiving such written notice from Seller. If this Contract is so terminated, notwithstanding any provisions of this Contract to the contrary, the entire Earnest Deposit and the Additional Deposit shall be immediately returned to Buyer and the parties shall have no further obligations each to the other, except as expressly provided herein.

11. Representations.

(a) Each party represents and warrants to the other party that:

(i) this Contract has been duly executed and delivered by such party, and constitutes the valid and binding obligation of such party, enforceable against it in accordance with the terms hereof; and

(ii) the execution, delivery and performance of this Contract does not violate or breach the terms of any agreement to which it is a party or by which it or its property may be bound.

(b) Seller represents that it has the contractual ability to acquire fee simple title to the Property prior to Closing, and Seller has the legal power and authority to enter into and perform this Contract.

(c) Seller further represents and warrants to Buyer that to Seller's knowledge, except as otherwise disclosed by Seller in writing or the Title Commitment, there are no recorded or unrecorded leases, contracts, and/or options pertaining to or affecting the Property, or any part thereof, and there is no party other than Seller or the current owners of the Property in possession, or with a claim of possession, of the Property or any part thereof.

(d) Seller further represents and warrants that Seller has not received any written notice that the Property is in default under, or not in compliance with, any laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, including without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters and rules, regulations and ordinances of the United States Environmental Protection Agency and all other applicable federal, state and local agencies and bureaus, nor has Seller received written notice of any proceeding initiated under or with respect to any of the foregoing.

(e) Seller represents and warrants that to Seller's knowledge the Property is not subject to any pending or threatened litigation.

(f) So long as this Contract remains in effect, Seller shall not do any of the following, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed:

(i) Sell, grant, convey, lease or dispose of, or negotiate or contract to sell, grant, convey, lease or dispose of, the Property or any part thereof;

(ii) Grant or record any easement, license or right-of-way in, to or through the Property or any part thereof;

(iii) Create, record, nor allow to be created or recorded, any restriction or covenant of any kind, character, or nature whatsoever with respect to the Property or any part thereof; or

(iv) Cause, or allow, any material physical modifications to the Property.

12. Foreign Investment in Real Property Tax Act. Seller agrees to execute and deliver at Closing an affidavit in conformance with the requirements of the Foreign Investment in Real Property Act.

13. Breach At or Prior to Closing.

(a) If Buyer should fail to consummate the transaction contemplated in Section 1 of this Contract for any reason other than a default or misrepresentation by Seller as described in subsection (b) below under this Contract, or the exercise by Buyer of a right to terminate this Contract as provided herein, then the Earnest Deposit (and the Additional Deposit, if previously paid) shall be paid to Seller as total liquidated damages (due to the difficulty and inconvenience of measuring actual damages and the fact that the Earnest Deposit (and the Additional Deposit, if previously paid) represents as fair an approximation

of actual damages as the parties can now determine) and in full satisfaction of all of Buyer's obligations hereunder except for Buyer's indemnity obligations set forth in Section 6(a) hereof which shall be in addition to said liquidated damages.

(b) If Buyer has performed all of its obligations under this Contract and Seller breaches its obligations hereunder and fails to cure such breach within five (5) business days of receipt of written notice from Buyer of such breach, or a representation or warranty made by Seller herein was untrue when made as of the Effective Date or becomes untrue due to Seller's action, then Buyer may, as its exclusive remedies: (i) seek specific performance of the terms of this Contract, or (ii) terminate this Contract, in which case, notwithstanding any provisions of this Contract to the contrary, the entire Earnest Deposit and the Additional Deposit (if previously paid) shall be immediately returned to Buyer, and Seller shall reimburse Buyer for any and all of Buyer's reasonably documented actual out-of-pocket costs incurred in connection with this Contract and the transactions contemplated hereby, including without limitation, Buyer's reasonable legal costs, design costs in connection with Buyer's intended use of the Property, and costs related to Buyer's due diligence activities in connection with this Contract, up to a maximum of \$50,000.00.

14. Survival. The representations and warranties described in Section 11 shall be deemed made on and as of the Closing Date, as well as on the date hereof, and shall survive consummation of this Contract and delivery of the Deed to the Property for a period of one (1) year following the Closing Date.

15. AS IS. Buyer hereby acknowledges that Buyer has made or will make its decision to purchase the Property solely in reliance upon the representations, warranties and agreements of Seller expressly made in this Contract, if any, and upon Buyer's own inspection and review of the Property. Except as otherwise provided herein to the contrary (including Seller's specific covenants, representations and warranties), Buyer agrees to accept the physical condition of the Property "as is", "where is", "with all faults", and without express or implied warranties of any nature whatsoever. The warranties being disclaimed include, without limitation, implied warranties of merchantability, habitability, tenantability and fitness for a particular purpose.

16. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed made when delivered in person, delivery service, electronic mail, or when mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer: NorthPoint Development, LLC
Attn: Nathaniel Hagedorn, CEO
4825 NW 41st Street, Ste. 500
Riverside, MO 64150
Phone: (816) 888-7381
E-mail: nathaniel@northpointkc.com

with a copy to:

NorthPoint Development, LLC
Attn: Evan Fitts
4825 NW 41st Street, Ste. 500
Riverside, MO 64150
Phone: (816) 768-8108
E-mail: efitts@northpointkc.com

If to Seller: Canal Winchester Industry and Commerce Corporation
Attn: Lucas Haire, Executive Vice President
36 S. High Street
Canal Winchester, OH 43110
E-mail: lhaires@canalwinchesterohio.gov

17. Miscellaneous. This Contract (i) supersedes any letter of intent or prior agreement between the Buyer and Seller and constitutes the entire agreement between Buyer and Seller relating to the subject matter hereof and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder, (ii) shall be governed by the laws of the State of Ohio, (iii) shall be freely assignable by Buyer without the consent of Seller to any entity with which Buyer is affiliated (i.e., controls, is controlled by, or is under common control with) or in which Buyer is a member, shareholder or partner, and (iv) shall not be modified or amended other than by a written instrument executed by both parties hereto. For the purposes of (iii) above, any entity managed by Buyer or NPD Management, LLC shall be deemed affiliated with Buyer. Any assignment not permitted in accordance with (iii) above shall be subject to the prior written approval of Seller. Any approved or other permitted assignee shall assume all of Buyer's obligations hereunder pursuant to a commercially reasonable form of assignment, a fully executed copy of which shall be delivered to Seller prior to Closing.

18. Attorneys' Fees. In case a lawsuit shall be brought because of the breach or alleged breach of any agreement or obligation contained in this Contract on the part of either party to be kept or performed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses in connection with such lawsuit.

19. Partial Invalidity. If any provisions of this Contract or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

20. Commission and Consulting Fees. Buyer and Seller agree that the only broker involved in the transactions set forth herein is CBRE, Inc., representing Buyer ("**Broker**"). Seller shall be responsible at Closing for the payment to Broker of a commission in the amount of four percent (4%) of the Purchase Price. Each party hereto represents and warrants to the other that no persons or entities, other than as identified pursuant to the provisions of this Section 20, are entitled to a brokerage commission, finder's fee, or other compensation with respect to the transactions contemplated hereby, and each party (an "**Indemnitor**") hereby indemnifies the other party for any damages related to a breach of said representation and warranty by Indemnitor, and for the

failure of such Indemnitor to pay any commission, finder's fee, or other compensation claimed through said Indemnitor.

21. Right to Exchange Real Property. Either party, through the use of a qualified intermediary, may transfer or acquire the Property through a tax free exchange, deferred exchange or reverse exchange of real property pursuant to Section 1031 of the Internal Revenue Code; provided, however (i) in no event shall any such exchange, or the exchanging party's inability to complete any such exchange, impair or otherwise affect the Closing Date, (ii) the non-exchanging party shall have no obligation or liability to the exchanging party or any other person or entity in any respect for any matters in connection with any such exchange other than executing an acknowledgement of such exchange, and (iii) the exchanging party shall indemnify and hold the non-exchanging party harmless from and against any claims, actions, liability and expense in connection with each such exchange.

22. Waiver of Jury Trial. BUYER AND SELLER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS CONTRACT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS CONTRACT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BUYER AND SELLER ENTERING INTO THIS CONTRACT.

23. Legal Holidays and Business Days. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices in the State of Ohio are generally closed for observance thereof. As used herein, the term "business day" shall mean a day which is not a Saturday, Sunday or legal holiday.

24. Construction of Contract. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Seller and Buyer have contributed or had the opportunity to contribute substantially and materially to the preparation of this Contract.

25. Effective Date. The "Effective Date" of this Contract shall be the date this Contract is fully executed by the last of Seller and Buyer to sign.

26. Time is of the Essence. Time is of the essence of this Contract.

27. Execution in Counterparts, Electronic Mail and Fax. This Contract may be executed in several counterparts. All counterparts so executed shall constitute one agreement and shall be binding on all parties, even though all the parties did not sign the original or the same counterpart

signature page. Hand signatures transmitted by fax or electronic mail such as PDF are also permitted as binding signatures to this Contract.


[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed as of the Effective Date.

BUYER:

NorthPoint Development, LLC, a Missouri
limited liability company

Dated: January 17, 2019

By: 
Nathaniel Hagedorn, Manager

SELLER:

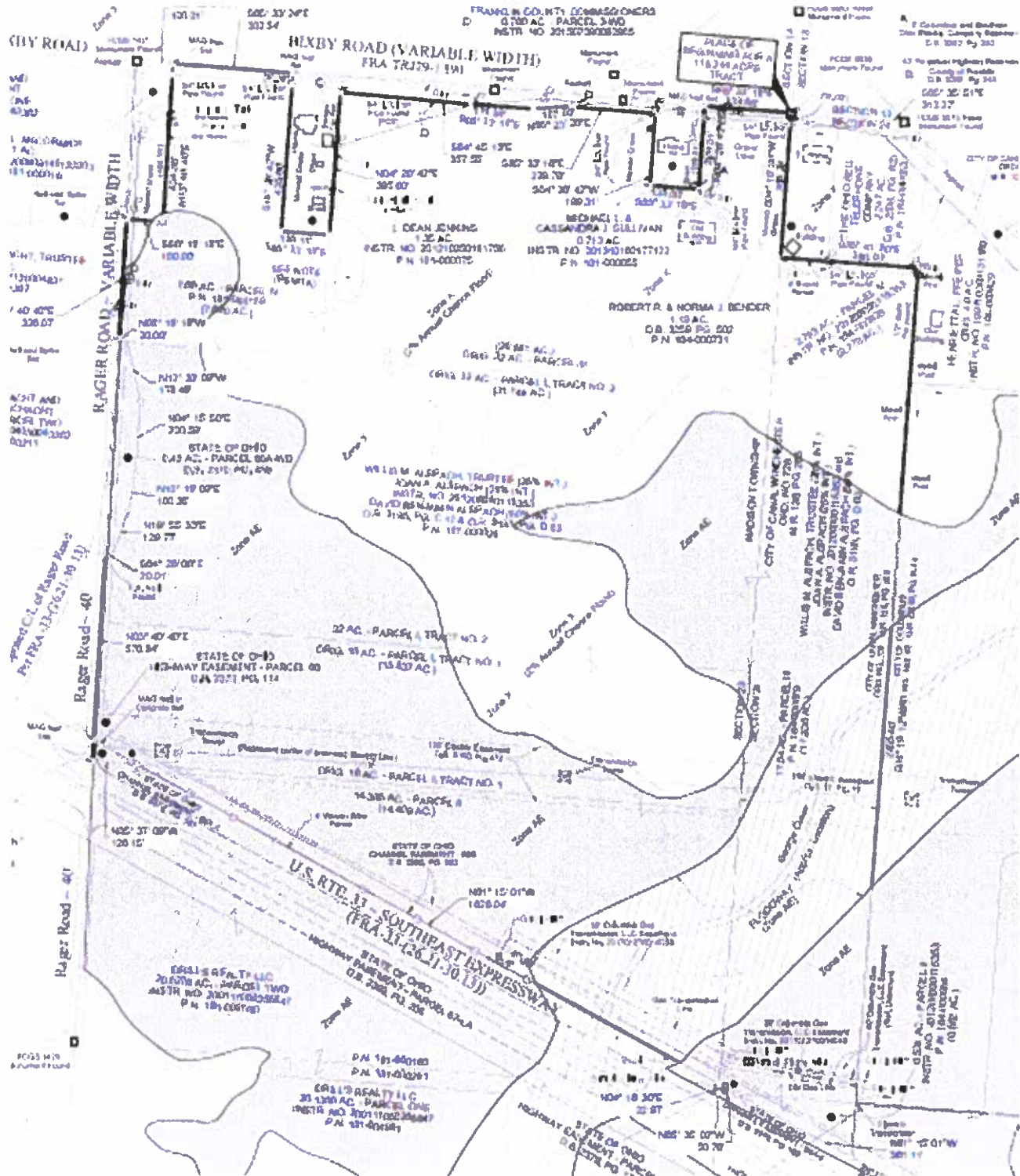
**Canal Winchester Industry and Commerce
Corporation**, an Ohio corporation

Dated: January 15, 2019

By: 
Lucas Haire, Executive Vice President

EXHIBIT A

Depiction of Property



0128850.0615530 4847-2433-0373v2

ORDINANCE NO. 19-011

AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT A UTILITY EASEMENT TO SOUTH CENTRAL POWER COMPANY FOR EXISTING OVERHEAD AND UNDERGROUND ELECTRIC UTILITIES ALONG GROVEPORT RD (PARCEL NUMBER 184-001310)

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide a utility easement to South Central Power Company for the purposes of providing electric utility services to properties along Groveport Rd.;

WHEREAS, It is necessary to provide a permanent utility easement for the relocation of overhead and underground electric service required for the completion of the Gender Rd. Ph. 4 Project;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to execute on behalf of the City of Canal Winchester an electric utility easement to South Central Power Company, as more fully described in the Electric Line – Right of Way Easement attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ELECTRIC LINE ~ RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose post office address is PO Box 250 Lancaster Ohio and to its successors and assigns, the right, privilege and easement to enter upon the lands and property of the undersigned, situated in the Township of: Madison County of: Franklin State of Ohio, and more particularly described as follows:

Property Owners: City of Canal Winchester
Property Address: East of Gender and North of Groveport Road
Map/Location: 110-004-000 Work Order #: 165554& 166072
Containing: 3.267 Acres More or less, Recorded in Instrument Number: 201808150109874
Parcel No: 184-001310-00
Recorded In-Deed Vol: OR Volume Page: Initials:
Vms No: Section: 25 Township No: 11 Range: 21

Easement width shall be 50 feet, 25 feet each side of South Central Power Company's overhead electric lines, poles and anchors as constructed, and 20 feet in width 10 feet each side of South Central Power Company's underground electric lines and above ground facilities as constructed under SCP WO# 165554 & 166072. This easement shall also cover right-of-way 30 feet in width adjacent to the Road Right-of-Way line of Groveport Road extending from the east to west property line for existing South central electric lines. The approximate location of said electric lines, poles and other facilities is depicted on the Exhibit "A" drawings attached hereto and incorporated herein.

The right to construct, reconstruct, re-phase, relocate, install, inspect, upgrade, repair, extend, operate and maintain on, over, across, under, and through said lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems; to make such excavation as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems; to cut, trim, remove and control growth of trees, shrubbery, and vegetation within such right-of-way and any dead, weak, leaning or danger trees outside of the right-of-way that may strike the lines or system in falling, by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems, and to license, permit or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation for electrification, telephone or other utility purposes; with the right to assign this easement in whole in part; together with the right at all times to enter upon said lands for the purpose of inspecting said lines or systems, making repairs, renewals, alterations and extensions thereon, thereunder, thereto and therefrom; also the right of ingress and egress over the property of the undersigned to and from said lines or systems. No tree or trees shall be planted, grown or permitted to grow in such right-of-way, and no other vegetation shall be planted, grown or permitted to grow in such right-of-way that may interfere with Grantee's use and enjoyment.

No improvement, structure or building shall be built or placed within the easement area, or the level of the ground be changed by excavation or mounding without written consent of the Grantee. Grantee can remove, without compensation to the Grantor, trees, vegetation, improvements, structures or other obstructions within the right-of-way that, in the Grantee's judgment, may interfere with Grantee's use and enjoyment of such right-of-way or the operation and maintenance of such poles, lines or systems, or that may be a safety hazard. South Central shall restore and repair the property owned by the Grantor to the approximate same condition following the completion of any work undertaken in the easement area.

The undersigned agrees that all poles, wires and other facilities including any equipment, installed on, over, across, under, or through said lands and property shall remain the property of South Central, removable at its option, upon termination of service to said lands or property. It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except and the lien of current taxes not yet due and payable.

Owner: City of Canal Winchester

BY: _____

Printed Name: _____

Title: _____

State of Ohio, County of:
BE IT REMEMBERED, that on this..... day of, 20
before me, the subscriber, a Notary Public in and for said County, personally came the above named
City of Canal Winchester

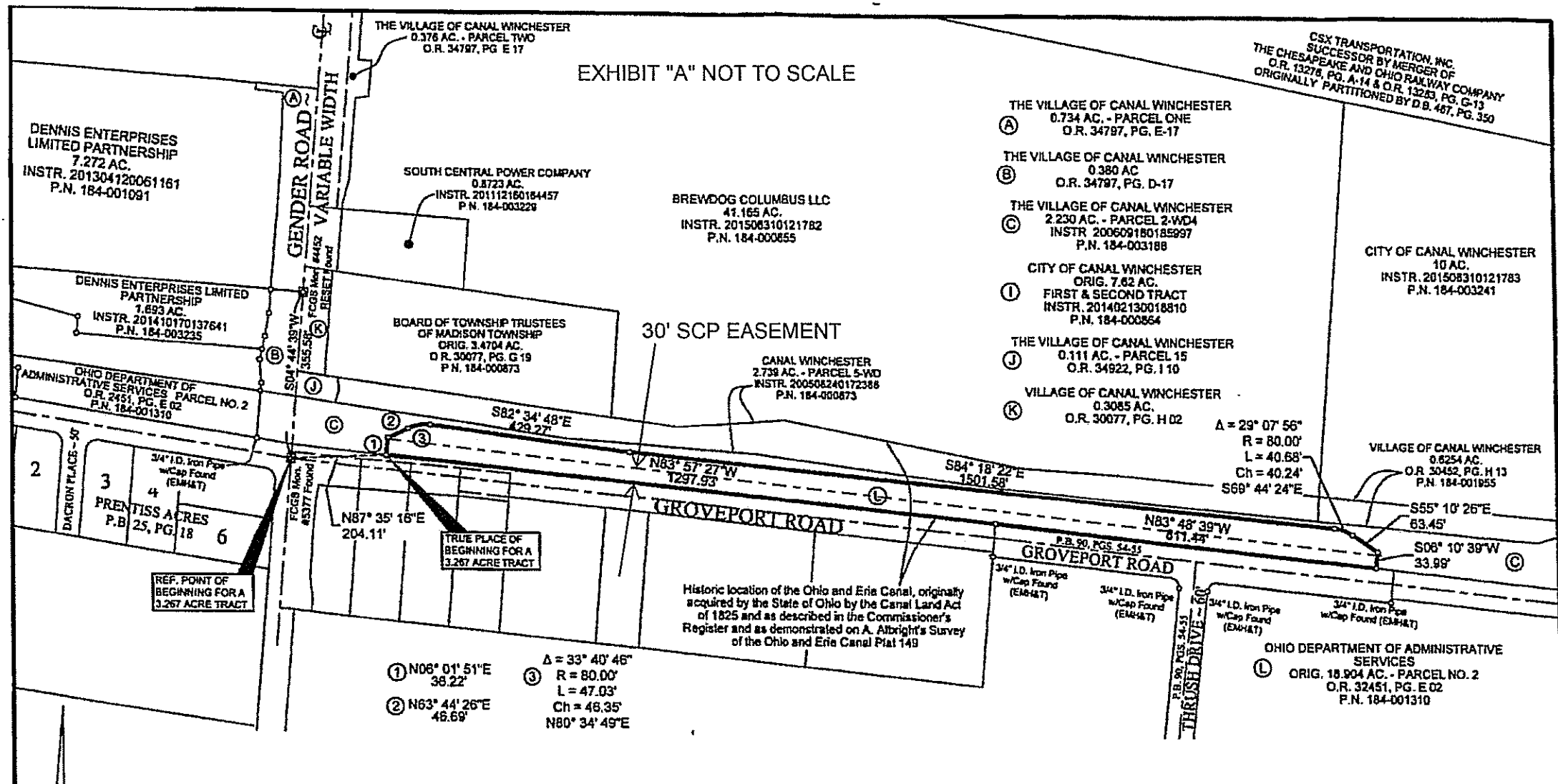
in the foregoing easement and acknowledged the signing of the same to be a / their
voluntary act and deed, for the uses and purposes therein mentioned.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the
day and year last aforesaid.

.....
Notary

Place notary stamp in box

This instrument prepared by: South Central Power Co., PO Box 250, Lancaster, OH 43130-0250
Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215

EXHIBIT "A" NOT TO SCALE



ORDINANCE NO. 19-012

AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT A UTILITY EASEMENT TO SOUTH CENTRAL POWER COMPANY ALONG ROBINETT WAY FOR UNDERGROUND ELECTRIC UTILITIES ON PARCEL NUMBER 0420376000

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide a utility easement to South Central Power Company for the purposes of providing electric utility services for properties on the south side of Robinett Way;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to execute on behalf of the City of Canal Winchester an electric utility easement to South Central Power Company, as more fully described in the Electric Line – Right of Way Easement attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ELECTRIC LINE ~ RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose address is 2780 Coonpath Rd NW Lancaster Ohio and to its successors and assigns, the right, privilege and easement to enter upon the lands and property of the undersigned, situated in the Township of: Violet County of: Fairfield State of Ohio, and more particularly described as follows:

Property Owners: City/Village of Canal Winchester

Property Address: Robinett Way

Map/Location: 089-022-006

Work Order #: 171001-01

Containing: 8.831 acres more or less

Parcel No: 042037600

Recorded In-Deed Vol: 639

OR Volume

Page: 273

Initials: TRH

Vms No:

Section: 20

Township No: 15

Range: 20

Easement width shall be 20 feet adjacent to and parallel with the Right-of-Way line of Robinett Way.

The approximate location of said easement is depicted on the Exhibit "A" drawing attached hereto and incorporated herein.

The right to construct, reconstruct, re-phase, relocate, install, inspect, upgrade, repair, extend, operate and maintain on, over, across, under, and through said lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems, to make such excavations as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems, to cut, trim, remove and control growth to trees, shrubbery, and vegetation within such right-of-way and any dead weak, leaning or danger trees outside of the right-of-way that may strike the lines or system in falling, by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems, together with the right at all times to enter upon said lands for the purpose of inspecting said lines or systems, making repairs, renewals, alterations and extensions thereon, thereunder, thereto and therefrom; also the right of ingress and egress over the property of the undersigned to and from said lines or systems. No tree or trees shall be planted, grown or permitted to grow in such right-of-way, and no other vegetation shall be planted, grown or permitted to grow in such right-of-way that may interfere with Grantee's use and enjoyment; to license, permit or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation for electrification, telephone or other utility purposes; with the right to assign this easement in whole in part.

No improvement, structure or building shall be built or placed within the easement area, or the level of the ground be changed by excavation or mounding without written consent of the Grantee. Grantee can remove, without compensation to the Grantor, trees, vegetation, improvements, structures or other obstructions within the right-of-way that, in the Grantee's judgment, may interfere with Grantee's use and enjoyment of such right-of-way or the operation and maintenance of such poles, lines or systems, or that may be a safety hazard. South Central shall restore and repair the property owned by the Grantor to the approximate same condition following the completion of any work undertaken in the easement area.

This instrument prepared by: South Central Power Co., 2780 Coonpath Rd NW, Lancaster, OH 43130. Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215

The undersigned agrees that all poles, wires and other facilities including any equipment, installed on, over, across, under, or through said lands and property shall remain the property of South Central, removable at its option, upon termination of service to said lands or property. It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except and the lien of current taxes not yet due and payable.

Owner: City/Village of Canal Winchester

BY: _____

Printed Name: _____

Title: _____

State of Ohio, County of:

BE IT REMEMBERED, that on this..... day of, 20 .

before me, the subscriber, a Notary Public in and for said County, personally came the above named City/Village of Canal Winchester

in the foregoing easement and acknowledged the signing of the same to be a / their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

.....

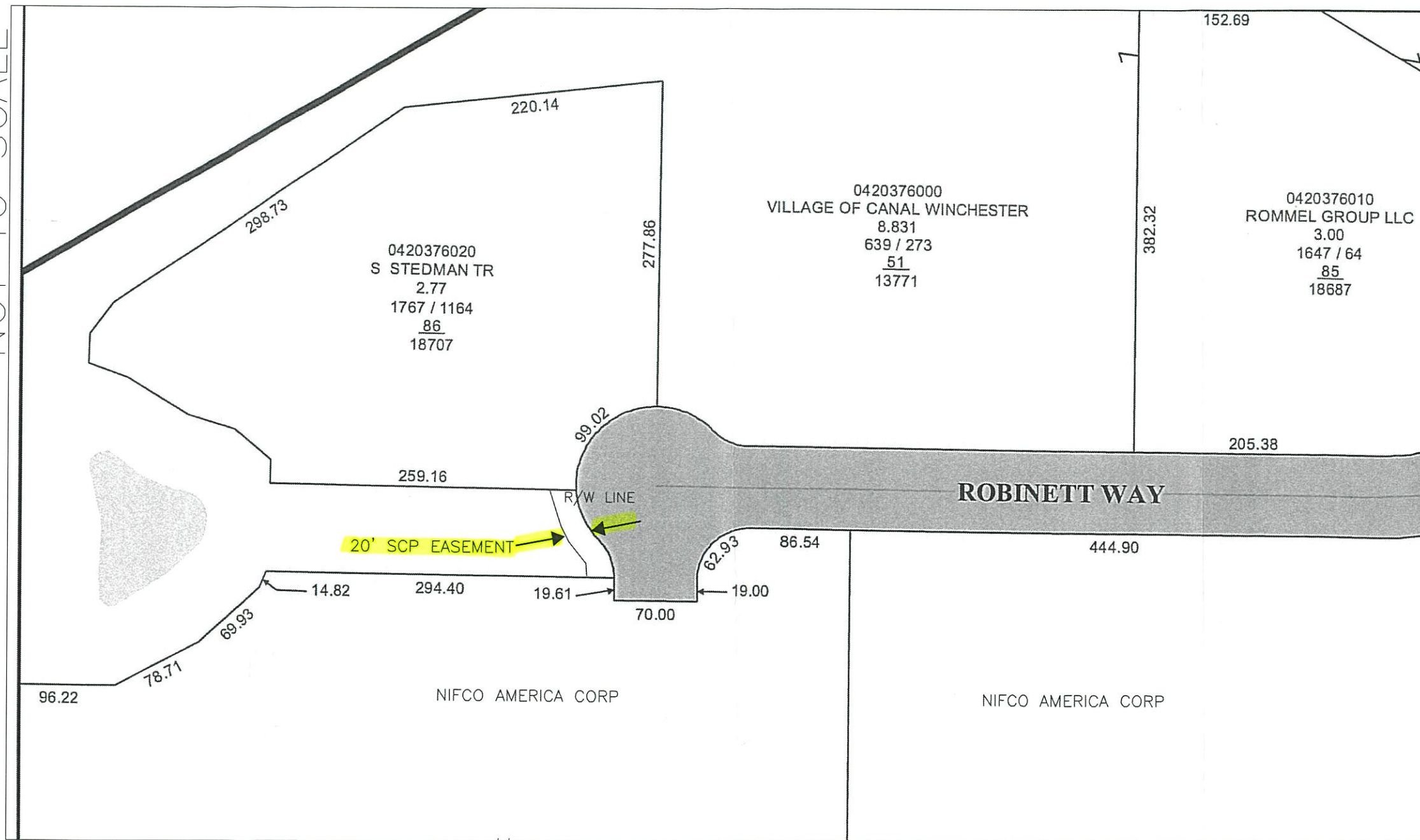
Notary

Place notary stamp in box

This instrument prepared by: South Central Power Co., 2780 Coonpath Rd NW, Lancaster, OH 43130
Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215



EXHIBIT "A"
NOT TO SCALE



WO# 171001

ORDINANCE NO. 19-013

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO THE SEWER
OVERSIZING AGREEMENT WITH GRAND COMMUNITIES, LLC**

WHEREAS, Grand Communities, LLC is installing sanitary sewer facilities for the Villages at Westchester, Section 13, Phase 1&2 project; and,

WHEREAS, in order to accommodate the future development, Canal Winchester and Grand Communities have agreed that certain portions of the sanitary sewer line installed as part of the Villages at Westchester Section 13 be oversized from the standard 8-inches to 12-inches and 24-inches in nominal diameter in certain areas and be reimbursed for a portion of those oversized costs; and,

WHEREAS, it is the recommendation of the Director of Public Service that it is in the best interest of the City of Canal Winchester to enter into a sewer oversized agreement with Grand Communities, LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized and directed to enter into a sewer oversized agreement with Grand Communities, LLC, and is hereby attached as Exhibit A.

Section 2. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

**SANITARY SEWER OVERSIZING
REIMBURSEMENT AGREEMENT**

This Agreement is made and entered into this ____ day of _____, 2019 by and among the City of Canal Winchester, Ohio, an Ohio municipal corporation (hereinafter referred to as “Canal Winchester”) and Grand Communities, LLC with an address of 3940 Olympic Boulevard, Suite 100, Erlanger, Kentucky 41018 (hereinafter referred to as “Developer”).

RECITALS

WHEREAS, Developer will work with Canal Winchester on oversizing the sanitary sewer line (“Sanitary Sewer Line”) at Villages at Westchester, Section 13, Phase 1 & 2 (“Development”) to accommodate future development of certain tracts of land adjacent to the Development; and

WHEREAS, in order to accommodate the future development of Canal Winchester, Canal Winchester requests that certain portions of the sanitary sewer line installed by Developer be oversized from the standard 8-inches to 12-inches and 24-inches in nominal diameter in certain areas; and

WHEREAS, Canal Winchester and the Developer agree to extend an 8-inch sewer pipe under Wilson Drive at Lithopolis Road; and

WHEREAS, Canal Winchester and Developer agree to evenly split the cost of sanitary dewatering; and

WHEREAS, Developer plans to upsize 1,650 lineal feet of sewer pipe from 8-inch pipe to 12-inch pipe; and

WHEREAS, Developer plans to upsize 404 lineal feet of sewer pipe from 8-inch pipe to 24-inch pipe.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter set forth, Canal Winchester and Developer do hereby agree as follows:

Section 1. Developer Responsibilities

1.1. Developer shall arrange, contract for, and cause to be done such engineering and construction work as shall be necessary to design and construct the desired Sanitary Sewer Line oversizing at the Development.

1.2. Developer shall have such plans prepared by a professional engineer registered in the State of Ohio and submitted to the Canal Winchester for approval.

1.3. Developer shall upon completion of construction convey to Canal Winchester title to the Sanitary Sewer Line and shall grant to Canal Winchester mutually

agreeable easements for ingress and egress to and from the Sanitary Sewer Line and for repair, maintenance, and replacement thereof shall be accomplished exclusively within said easements.

Section 2. Sanitary Dewatering

Canal Winchester shall pay to Developer \$72,280.00 toward dewatering costs associated with the Sanitary Sewer Line oversizing and elevation modifications needed for the future extension of the sewer.

Section 3. Wilson Drive Extension

Developer and Canal Winchester agree that Developer will extend a 8-inch sanitary sewer line under Wilson Drive at Lithopolis Road at a cost of \$7,800.

Section 4. Pipe Upsizing Parameters

4.1. Developer agrees to upsize 1,650 lineal feet of pipe from 8-inches to 12-inches to accommodate future development. The cost of such upsizing is \$14,850.

4.2. Developer agrees to upsize 404 lineal feet of pipe from 8-inches to 24-inches to accommodate future development. The cost of such upsizing is \$39,188.

Section 5. Acceptance of Sanitary Sewer Line

Acceptance by Canal Winchester that the Sanitary Sewer Line has been constructed in accordance with the approved plans and specifications shall constitute approval of the Sanitary Sewer Line construction by Canal Winchester. After Sanitary Sewer Line Acceptance, Developer shall have no liability or responsibility as to repair, maintenance, replacement or operation of the Sanitary Sewer Line except that Developer shall cause repairs to be made to the same necessitated by defects in the original construction which appear within one (1) year following the date of the Sanitary Sewer Line Acceptance. Developer's obligation to make repairs shall be secured by a maintenance bond or letter of credit acceptable to Canal Winchester, in an amount equal to 10 percent of the total cost of constructing the Sanitary Sewer Line.

Section 6. Total Costs and Payment

Canal Winchester shall pay to Developer the total sum of \$134,118 in two (2) installments as set forth below.

Phase 1: Within 30 days of recording the record plat for Phase I of the Development, Canal Winchester shall make the first payment of \$70,959.

Phase II: Within 30 days of recording the record plat for Phase II of the Development, Canal Winchester shall make the final payment of \$63,159.

The total payment includes the cost of the following:

- \$54,038 for pipe upsizing costs from 8-inches to 12-inches and 24-inches.
- \$72,280 for the sanitary dewatering costs.
- \$7,800 for the extension of the 8-inch line under Wilson Drive.

Section 7. Miscellaneous

7.1. During the period of construction of the Sanitary Sewer Line and for a period of one (1) year after acceptance thereof by Canal Winchester, Canal Winchester may, during normal business hours and through its duly authorized agents, attorneys, or accountants, examine the books and records of Developer and its agents pertaining to the costs incurred by Developer for the Sanitary Sewer Line.

7.2. Developer shall cause its agents and its contractors and subcontractors engaged in construction of the Sanitary Sewer Line to comply with Worker's Compensation Law of the state of Ohio and shall indemnify and hold Canal Winchester harmless from any and all claims, demands, actions or liabilities arising out of personal injury, death, or property damage resulting from construction work performed or caused to be performed by Developer under this Agreement no attributable to the negligence of Canal Winchester.

7.3. This Agreement may only be amended by a writing signed by and delivered to both Canal Winchester and the Developer.

7.4. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction or under any circumstance will be ineffective to the extent of such prohibition or unenforceability only, without affecting the validity or enforceability of the remainder of this Agreement.

7.5. Section headings in this Agreement are for convenience only and shall not be used to interpret, limit, or amplify any term of this Agreement.

7.6. This Agreement shall be governed by and interpreted in accordance with Ohio law.

[Remainder of page intentionally left blank. Signature page follows.]

Witnesses:

CITY OF Canal Winchester, Ohio

By: _____
_____, Mayor

Witnesses:

By: _____

Its: _____

APPROVED AS TO FORM:

Canal Winchester Law Director

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for said County, personally came the above named **City of Canal Winchester**, Ohio, by _____, its Mayor, and acknowledged the signing of the same to be a voluntary act and deed, and the voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

Grand Communities, LLC

By: Todd E. Huss

Its: President

Date:

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for said County, personally come the above named Grand Communities, LLC , by Todd E. Huss, its President and acknowledged the signing of the same to be their voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

ORDINANCE NO. 19-014

AN ORDINANCE TO ACCEPT HILL RD. RIGHT-OF-WAY

WHEREAS, Westport Homes, the owner of property located on Hill Rd. identified as Parcel No. 0370240700, upon which Westport Homes reserved for road right-of-way; and,

WHEREAS, Westport Homes desires to dedicate the 0.921 acre parcel of land to the City of Canal Winchester for road right-of-way purposes; and,

WHEREAS, the Director of Public Service recommends acceptance of the dedication.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That Council does hereby accept and dedicate the 0.921 parcel of land described in Exhibit A and depicted in Exhibit B for road right-of-way purposes.

Section 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed from Westport Homes, evidencing the acceptance of the road right-of-way dedication as authorized herein.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

0.995 ACRE

Situated in the State of Ohio, County of Fairfield, Township of Violet, in Section 29, Township 15, Range 20, Congress Lands, being comprised of a part of each of those tracts of land conveyed to Westport Homes, Inc. by deeds of record in Official Record 1686, Page 506 and Official Record 1729, Page 1280, (all references are to the records of the Recorder's Office, Fairfield County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the southwesterly corner of the subdivision entitled "Canal Cove Section 1", of record in Plat Cabinet 2, Slot 78, in the easterly line of that 0.324 acre tract conveyed to G & B 262 LLC by deed of record in Official Record 1717, Page 3618, in the northerly right-of-way line of Hill Road (County Road 18);

Thence South $81^{\circ} 44' 02''$ East, partly with the southerly line of said "Canal Cove Section 1", partly crossing said Westport Homes tracts, and with said northerly right of way line, a distance of 1444.46 feet to an iron pin set in the westerly line of that tract conveyed to Chester Limited Partnership by deeds of record in Deed Book 607, Page 162, Deed Book 607, Page 164 and Deed Book 607, Page 166;

Thence South $04^{\circ} 46' 24''$ West, with said westerly line, a distance of 30.06 feet to a magnetic nail set at the southwesterly corner thereof, in the centerline of said Hill Road;

Thence North $81^{\circ} 44' 02''$ West, with said centerline, a distance of 1444.27 feet to a 1" solid iron pin found at the southeasterly corner of said 0.324 acre tract;

Thence North $04^{\circ} 26' 09''$ East, with the easterly line of said 0.324 acre tract, a distance of 30.07 feet to the POINT OF BEGINNING, containing 0.995 acre of land, more or less, of which 0.921 acre falls within Parcel Number 0370240700 and 0.074 acre falls within Parcel Number 0370240800.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System as per NAD 83. Control for the bearings was from coordinates of monument numbers 4442 and 7761 established by the Franklin County Engineering Department using global positioning procedures and equipment.

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

9 AUG 17

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:jrm
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LEGAL DESCRIPTION AND PLAT
MEETS MINIMUM STANDARDS FOR
BOUNDARY SURVEYS. FAIRFIELD
COUNTY ENGINEER.

BY *[Signature]* DATE *8/17/17*

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY. FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY *AS* DATE *8/10/17*
90/19393





Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

SURVEY OF ACREAGE PARCEL

SECTION 29, TOWNSHIP 15, RANGE 20

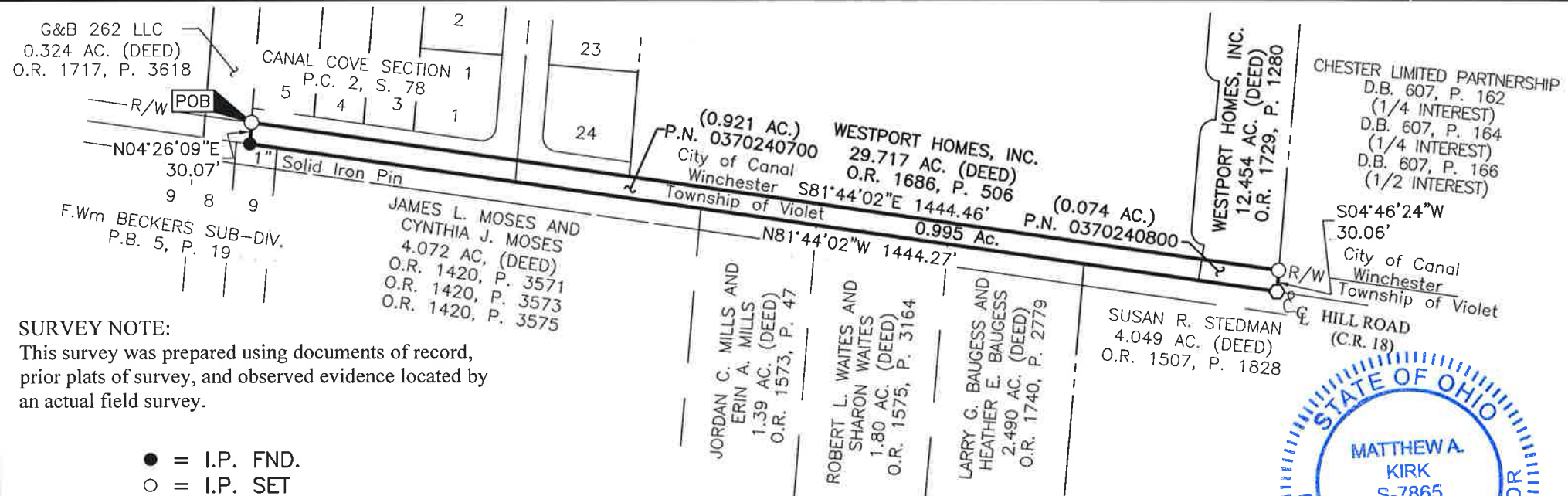
CONGRESS LANDS

TOWNSHIP OF VIOLET, COUNTY OF FAIRFIELD, STATE OF OHIO

Date: August 9, 2017

Scale: 1" = 200'

Job No: 20160373



SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

- = I.P. FND.
- = I.P. SET
- ⊗ = I.P. RESET
- ⬡ = MAG. NAIL SET
- ⊗ = MAG. NAIL RESET

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.



GRAPHIC SCALE (in feet)

BASIS OF BEARINGS:

The bearings shown on this survey are based on the Ohio State Plane Coordinate System as per NAD83. Control for the bearings was from coordinates of Monument Numbers 4442 and 7761 established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



By Matthew A. Kirk
Matthew A. Kirk
Professional Surveyor No. 7865

9 Aug 17
Date